

-TEMPLATE-
LEASE AGREEMENT:

concluded on in Szczecin between:

Zarząd Morskich Portów Szczecin i Świnoujście S.A. based in Szczecin, at
7 Bytomska Street, registered in the District Court Szczecin - Szczecin Centrum in Szczecin,
13th Commercial Division of the National Court Register under number 0000033768, NIP
(Tax Identification Number) 955-18-89-161,

Share capital: PLN,

Paid-in capital: PLN,

represented by:

1.,

2.,

in accordance with the printout: no from the Central Information of the National Court
Register of

hereinafter referred to as the Lessor,

and

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.....
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hereinafter referred to as the Lessee.

The Lessee declares that to the day of signing the Agreement the above-mentioned data of
the Lessee have not changed and that the persons entering into this agreement on its behalf
are authorised to represent the Lessee.

The representative states that the submitted power of attorney has not expired or been
revoked. (* In case of powers of attorney their copies shall be attached to the agreement).

§ 1

Statement of the Parties

1. The Lessor declares that:

- a) is the perpetual usufructuary of land property consisting of developed land plot no.
3/14 with an area of 312,815m², section 1084, located at ul. Hryniewieckiego 16, 17,
21, 25, 26 in Szczecin,
- b) this property is located within the boundaries of the seaport of Szczecin,
- c) is the owner of buildings accession no.: 1-0123, 1-0427, located on the land plot
referred to in point 1(a),

- d) is the owner of fixed assets located on the area of the subject of the lease and fixed assets constituting the equipment of the buildings referred to in point 1(c), as specified in Annex 1 hereto which is an integral part hereof,
 - e) is the owner of fixed assets located on the area of the subject of the lease and fixed assets constituting the equipment of the buildings referred to in point 1(c), excluded from the subject of the lease, as specified in Annex 3 hereto which is an integral part hereof,
 - f) for the above-mentioned land property the land and mortgage register KW No. SZ1S/00137581/7 is kept by the District Court in Szczecin.
2. In addition, the Lessor declares that the following equipment is located on the roof of the Ewa Silo building:
- a) radar equipment, CCTV cameras and other devices to ensure the safety of navigation, as well as technical container, forming the Ewa Silo radar station, and, therefore, part of the roof with an area of 69.27m² is leased by the Maritime Office in Szczecin, which must ensure the proper functioning of the installations,
 - b) cameras of the Lessor,
 - c) Automatic Identification System AIS belonging to the Inland Navigation Office.
3. In addition, the Lessor declares that the Lessee is required to make available to the Lessor the western and southern faces of the Ewa Silo building, so that the banners with a total area of up to 1,130.00m² along with their lighting can be placed there and maintained by the Lessor.
4. In addition, the Lessor declares that there is a cargo and passenger lift in the Ewa Silo building and in order to provide access to the roof it is necessary to make it available to the Lessor, the Marine Office and the Inland Navigation Office.
5. The Lessee declares that it accepts that the access to this part of the roof of the Ewa Silo building will be provided to the Maritime Office, the Inland Navigation Office and the Lessor, free of charge and without any impact on the rent. The Maritime Office and the Inland Navigation Office need access to the roof in order to use and maintain the radar station equipment and AIS, while the Lessor needs to access the roof to install and maintain the cameras. The Lessee also declares that the same applies to the use of western and southern faces of the Ewa Silo building by the Lessor to place and maintain the advertising banners and their lighting referred to in the preceding paragraph and the use of cargo and passenger lift.
6. The Parties declare that the entity obliged to have all required regulatory approvals, permits and authorisations, which are necessary to perform the activities specified in this Agreement, is the Lessee.
7. The Parties agree that when the Lessor plans to conduct the repair, modernisation, or investment works on the area of the subject of the lease or on the adjacent area the Lessor is entitled to use the subject of the lease and the adjacent area to the extent and for the time necessary to carry out this works, upon the prior written notice to the

Lessor. As to the restrictions on the rights of the Lessee in this respect, it is not entitled to make any claims against the Lessor, including a claim for a reduction in rent. When planning and conducting the works, the Lessor should take into account the needs reported by the Lessee related to the use of the property on which the renovation, investment or modernisation works are to be conducted, particularly bearing in mind that the Lessee is required to reach the handling volume assumed in the Agreement.

8. The Lessor declares that the water lane leading to the Zbożowe wharf, adjacent to the subject of the lease, currently has a technical depth of 10.5m. It is planned to deepen the lane to the technical depth of 12.5m and to adjust the depth of the Zbożowe wharf to the depth of the water lane.

§ 2

The subject and purpose of the lease, stipulated penalty

1. The Lessor leases out and Lessee leases the developed part of land property in the area of the Zbożowe wharf, which is part of the plot referred to in § 1 hereof, with an area of 12,571.00m² and the fixed assets of the Lessor (hereinafter referred to as a whole as the "subject of the lease"). The boundaries of the subject of the lease are marked in red on the site plan, constituting Annex 2 hereto and an integral part hereof. There are fixed assets of the Lessor on the above-mentioned land property, as specified in Annex 1 referred to in § 1 point 1(d) which are included in the subject of the lease.
2. The Lessor declares that on the area of the subject of the lease as described in point 1 (in the Ewa Silo building) there are located the fixed assets listed in Annex 3 hereto which are excluded from the subject of the lease, to which the Lessee hereby agrees.
3. The subject of the lease will be used to conduct the activities of transshipment and storage of grain, feed and other bulk products of plant origin, including the activities of acceptance and issuing of goods in port traffic, i.e. loading and unloading of the goods from/to the ship and above all (in the first place) at Zbożowe Wharf.
4. Under this Agreement the Lessee has the right to access public port infrastructure, maintaining and respecting the principles of accessibility of public port infrastructure. The same principle applies to the performance of transshipment operations at the Zbożowe Wharf adjacent to the subject of the lease.
5. All the formalities associated with the activities referred to in §2 point 3, shall be handled by the Lessee on its own, at its own expense and own risk.
6. The subject of the lease may be used by the Lessee only for the purposes referred to in §2 point 3. In particular, the Lessee shall not be entitled to use the subject of the lease or port infrastructure to charge port fees.
7. The Lessee, under pain of stipulated penalty, referred to in point 8 below, agrees that the operations of transshipment of grain, feed and other bulk products of plant origin in maritime transport carried out by the Lessee in respect of the activities referred to §2 point 3 will amount to tonnes/year (handling volume) and will be conducted primarily (in the first place) on the Zbożowe wharf, and if it is not

possible, on other wharves in the port of Szczecin, managed by the Lessor. If the event referred to in §1 point 8 takes place, the handling volume shall be automatically increased by 10 percent at the beginning of the next calendar year after the date on which the Maritime Office confirms the decision to change the technical depth of the water lane. The change made in such a way shall not require an annex hereto. The Lessor shall inform the Lessee in writing about the occurrence of circumstances justifying the increase in the handling volume. The Lessee is obliged to reach the handling volume referred to in the first sentence of this point, after the end of thirty-sixth (36) month from the date of conclusion of this Agreement.

8. The Lessee is obliged to pay to the Lessor the stipulated penalty in the event of failure to meet the handling volume requirement referred to above, resulting from the difference between the declared, and the actual handling volume, multiplied by a factor of PLN2.50/tonnes (in words: two zloty fifty groszy). The settlements are made on an annual basis. In the case the year of the existence of obligation is incomplete, the volume will be calculated proportionately. The stipulated penalty shall be paid to 15 February of the year following the settled year based on the debit note issued by the Lessor. If it turns out that, in accordance with applicable law, the stipulated penalty shall be subject to VAT tax, the rate referred to above should be treated as a net amount and the rate will be increased by the applicable VAT tax. Under pain of additional penalty in amount of PLN10,000.00 (in words: ten thousand zlotys) for each case of breach, the Lessee is obliged to deliver a statement specifying the handling volume for the previous year, by 15 January of each year. The Lessor shall reserve the right to verify the information contained in the statement based on its own data. In case of discrepancies or failure to submit a statement on the handling volume by 28 February of each year, the data of the Lessor shall be the basis for calculating the stipulated penalty.
9. The Lessee declares that it is acquainted with the technical condition and appearance of the subject of the lease, and therefore that it does not and will not make any claims in this respect against the Lessor.
10. Any change of the purpose of the subject of the lease as well as any changes related to the activities carried out by the Lessee require the written consent of the Lessor, under pain of immediate termination of the Agreement by the Lessor without notice upon written notification to the Lessee.

§ 3

Delivery of the subject of the lease

1. The subject of the lease will be formally delivered within the period specified by the Lessor, however, not later than thirty (30) days from the date when the decision to grant the consent of the Minister responsible for the State Treasury referred to in point 2

becomes final. If the subject of the lease is not delivered within this time period for reasons attributable to the Lessee, the Lessor may withdraw from the agreement within the next fourteen (14) days.

2. Delivery-acceptance report together with the description of the technical condition as on the date of delivery of the subject of the lease, will constitute Annex 4 hereto and an integral part hereof.
3. The delivery-acceptance report will include the following information in the form of annexes:
 - a) description of the technical condition of the subject of the lease as on the date of its delivery,
 - b) Rules for controlling the persons and means of transport in the premises of commercial ports of Szczecin and Świnoujście managed by Zarząd Morskich Portów Szczecin i Świnoujście S.A., valid as on the date of delivery of the subject of the lease,
 - c) fire protection regulations, valid as on the date of delivery of the subject of the lease,
 - d) plan to combat environmental threats and contamination of port waters, valid as on the date of delivery of the subject of the lease
 - e) instruction on the general rules for safe behaviour and movement around the premises of ZMPS i Ś S.A., valid as on the date of delivery of the subject of the lease,
 - f) rules for conducting investment, modernisation and adaptation works, valid as on the date of delivery of the subject of the lease.

§ 4

Lessee rights

1. Insofar as technically possible the Lessor will provide paid services to the Lessee, on the basis of separate agreements concluded by the Lessee, in respect of supply of:
 - a) electricity,
 - b) heat energy for central heating and hot water,
 - c) water and sewage disposal,
 - d) telecommunication services.
2. The fees for the services listed in §4, point 1 shall be determined on the basis of the applicable prices and tariffs used by the Lessor.
3. The Lessee is entitled to place the billboards and information boards regarding its activities in the area of the subject of the lease, within the limits set by law, subject to prior written arrangements as to their locations and parameters with the Lessor. The costs of placing of these boards as well as any other costs associated with their maintenance shall be borne by the Lessee. The Lessee is obliged to remove them no later than by the day of the expiry/termination of this lease agreement. Failure to remove the boards within the prescribed period may result in their removal by the Lessor at the expense and risk of the Lessee without the need to obtain prior authorisation from the court in this regard.
4. The Parties agree that under the agreement the Lessee shall be entitled to use the cargo and passenger lift included in the fixed assets covered by the subject of the lease which

is contained in the Ewa Silo building, as indicated in Annex 1, item 20. Notwithstanding the above-mentioned right the Lessee is required during the contract period to:

- a) ensure its effective functioning in accordance with generally accepted regulations and standards,
- b) ensure that it is operated by the persons having the necessary permits for its operation, issued by suitable supervisory authorities,
- c) perform its maintenance, repairs and overhauls in full scope,
- d) allow its use by the Lessor, the Maritime Office, the Inland Navigation Office and the persons or entities designated by them, upon prior notice.

If the Lessee fails to fulfil any of the obligations referred to in this paragraph, it shall pay the stipulated penalty in the amount of PLN5,000 (in words: five thousand zlotys) for each confirmed breach, should the Lessee fail to desist from such breach despite receiving a prior written request in this respect.

§ 5

Lessee obligations

1. The Lessee undertakes to renovate, modernise and furnish the subject of the lease, including the Ewa Silo building, with all technological equipment and other elements to ensure the handling rate assumed in the agreement, and to adapt the floor part, depending on the planned technology in accordance with the schedule referred to point 2 below. All the necessary actions including administrative actions associated with these operations shall be the responsibility of the Lessee. This applies in particular to the actions required to obtain the relevant permits and approvals for their implementation. The modernisation and renovation works as well as furnishing the subject of the lease with the equipment shall be performed at the expense and risk of the Lessee, and upon prior approval by the Lessor of the schedule based on the technological concept which is part of the offer submitted by the Lessee, and is referred to in the point below. The concept referred to in the preceding sentence will be Annex 6 hereto and an integral part hereof.
2. The Lessee undertakes to submit to and agree with the Lessor the works schedule relating to the modernisation, renovation and furnishing works (the "Schedule") referred to in §5 point 1, within one month from the day of the formal delivery of the subject of the agreement. The Schedule shall contain a description of specific stages of modernisation and renovation works as well as of the process of furnishing the subject of the lease with equipment divided into "milestones", which shall mean that the appropriate stage has been completed, indicating the specific date and the date of final completion of all works. In addition, it shall include a list of the elements comprising the modernisation, renovation and furnishing works at each stage, accompanied by a total estimated net market price, also relating to that stage. The Schedule change in terms of changing the time limits and scope of "milestones" completion is possible only upon prior written approval of the Lessor. Failure to present and/or to agree the above-mentioned Schedule with the Lessor within the prescribed period, shall entitle the Lessor to terminate the Agreement immediately without notice, upon written notification to the Lessee.

3. Eighteen (18) months after the subject of the lease is formally delivered, the Lessee shall submit to the Lessor a written report on the status of the activities and progress of works related to modernisation, renovation and furnishing. The report shall be accompanied by copies of all source documents illustrating the completion of the activities. The Lessor reserves the right to submit the report for expert assessment, in particular to review if the proposed Schedule and the handling rate are feasible. If the assessment is negative, the Lessee has the right to submit its reasonable objections to the assessment to the Lessor within thirty (30) days of the assessment receipt. The Lessor may take the objections of the Lessee into account or to commission the reassessment to another expert, and this reassessment will be binding. If the expert reassessment is also negative or if no objections are submitted by the Lessee, the Lessor is entitled to terminate the agreement immediately, without notice, upon written notification of the Lessee.
4. If not all the works detailed in the Schedule have been completed by the Lessee within the prescribed period, the Lessor shall have the right to terminate the contract immediately without notice. Notwithstanding the termination due to this reason, the Lessor shall have the right to demand the payment of stipulated penalty in the amount of PLN3,500,000.00 (in words: three million five hundred thousand zlotys) to the payment of which the Lessee is obliged. Stipulated penalty shall be payable on written demand of the Lessor on the basis of debit note issued by it. If in accordance with applicable law, the stipulated penalty shall be subject to VAT tax, the agreed amount should be treated as a net amount and therefore it will be increased by the applicable VAT tax. As a security for the payment of stipulated penalty in this respect, the Lessee shall submit to the Lessor the bank guarantee or insurance guarantee or the proof of payment of the amount of PLN3,500,000.00 to the Lessor bank account.
5. The Lessor shall reserve the right to verify, at any time, the correct implementation of the modernisation, renovation and furnishing works related to the subject of the lease and the building described in point 1, in accordance with the approved Schedule, and the Lessee is obliged to allow such an inspection, under pain of payment the stipulated penalty in the amount of PLN5,000 (in words: five thousand zlotys) for each case of breach. Lack of access to the subject of the lease at each stage of the Schedule implementation in order to carry out the inspection referred to in the preceding sentence is considered a breach.
6. After the completion of works under the Schedule, the Lessee shall immediately submit to the Lessor one (1) copy of as-built documentation, under pain of payment of stipulated penalty referred to in point 5 above for each case of breach.
7. The Lessee shall provide to the Lessor, its personnel and other entities acting for or on behalf of the Lessor, a free and unrestricted access to power grids, water and sewage system, telecommunication network of the Lessor providing the utilities and passing through the subject of the lease, as well as to other elements located on the area of the subject of the lease (listed in Annex 3), including the buildings referred to in §1 section 1(c) for the purpose of their maintenance and repair, or the performance of other necessary operations on these elements or buildings.

8. For all construction, modernisation and investment works, etc. other than those specified in §5 point 1, each time it is required by the Lessee to obtain written consent of the Lessor, and, if applicable, also the approval/consent/authorisation of the City Conservation Officer, and these works shall be implemented by the Lessee, after obtaining the relevant permits, on its own, at its own expense and risk.
9. Any effects of construction works on the subject of the lease, made without the consent of the Lessor, shall be immediately removed at the expense and risk of the Lessee, as requested by the Lessor and within the prescribed period. Failure to fulfil the obligations imposed on the Lessee by the Lessor shall entitle the Lessor to execute them or have them executed by a third party at the expense and risk of the Lessee, without having to obtain the prior consent of the court.
10. If the Lessee decides to carry out works within the subject of the lease, the Lessee is obliged to:
 - a) notify the Lessor in writing of its intention to carry out the works, presenting the detailed conditions of the intended construction works, and in particular, their concept and design,
 - b) obtain a prior written consent of the Lessor, including the detailed conditions of the intended construction works,
 - c) carry out the construction works in accordance with the received conditions,
 - d) immediately notify the Lessor in writing of the completion of works accept the works with the submission of as-built documentation,
 - e) submit to the Lessor any other documents, apart from the as-built documentation, related to the performed works and to provide necessary information to enable the Lessor to properly use the subject of the lease after the expiry/termination of the Agreement, in particular a copy of construction log.
11. The Lessee is obliged to promptly report to the Lessor any failures, defects, construction disasters that have occurred within the boundaries of the subject of the lease. They shall be removed in accordance with the procedures and in the manner specified by the Lessor.

§ 6

Use of the subject of the lease

1. The Lessee shall use the subject of the lease in a manner appropriate to its characteristics and purpose as specified in the provisions of this Agreement, in accordance with the requirements of adequate management, and in compliance with applicable laws, in particular with:
 - a) the regulations in force at the premises of the seaport
 - b) port regulations - issued by the Maritime Office and published in the Official Journal of the West Pomeranian Voivodeship,
 - c) provisions of Construction Law and its implementing legislation,
 - d) environmental regulations,
 - e) fire regulations, it is also required to develop and have in place the fire safety instructions,
 - f) health and safety regulations, sanitary and epidemiological regulations,

g) and other mandatory provisions of law.

2. The Lessee is obliged to:

- a) timely perform all the orders and recommendations relating to the subject of the lease issued by authorised entities or the Lessor,
- b) maintain cleanliness and order in the area of the subject of the lease and on the adjacent area and on the access routes to the subject of the lease, and also to remove, on the ongoing basis, the remains of the transshipped goods in the form of grain, feed and other bulk products of plant origin, as well as to remove snow, ice mud and other contaminants from the area of the subject of the lease,
- c) have appropriate containers for selective municipal waste collection and to conclude an agreement with the authorised recipient of waste within ten (10) working days from the date of delivery of the subject of the lease. The location of the containers shall be agreed with the Lessor or the manager of the area,
- d) have appropriate containers for selective collection of waste other than municipal and to order their disposal to specialist companies authorised to do so,
- e) observe the generally applicable rules relating to the operation of installations and equipment,
- f) store the goods and materials in adequate places adapted for storage, without exceeding the maximum permissible loads (Ewa silo building: 1600kg/m²- on the floors and 2000kg/m² - on the ramp, yards loads to 50kN/m²),
- g) observe the prohibition of packaging and storing the goods in the form of grain, feed and other bulk products of plant origin directly on the yards and wharfs,
- h) secure the subject of the lease and take out an insurance policy against the destruction, devastation, theft etc, of the Lessor assets located on the area of the subject of lease, on its own, at its own expense and risk,
- i) immediately inform the Port Rescue Service, Department of Security of Port Facilities and Property, and the Department of Port Traffic Coordination in case of threat posed by: natural disaster, flooding of the buildings, strong winds and associated wind-fallen trees, ripped roofing, contamination of the environment with petroleum-derived substances or other dangerous substances, etc.,
- j) ensure compliance with the requirements of fire protection regulations on the area of the subject of the lease, including in the buildings, at its own expense and risk, among others pursuant to the Act of 24 August 1991 on fire protection and other applicable legislation and to perform all the legal actions related to fire protection, and additionally to maintain the fire protection system located in the Ewa silo building.

3. Failure to fulfil its obligations under §6, point 2 (a)(b)(c)(d) and (j) by the Lessee, shall entitle the Lessor to oblige the Lessee to perform the above-mentioned operations within the prescribed period, and if the above-mentioned instructions are not performed, the Lessor shall be entitled to have them performed at the expense and risk of the Lessee without prior authorisation from the court in this regard.

4. The rights of the Lessee shall be restricted, to which the Lessee agrees, in such a way that the Lessee undertakes to provide to the Lessor, its contractors (port traffic participants) and other entities acting for or on behalf of the Lessor a free passage through and access to the land property, the buildings, wharves and ships, which can be accessed through the subject of the lease, without any compensation or other fees and without demanding a reduction in rent, under pain of termination of this Agreement immediately upon written notice to the Lessee, should the Lessee fail to desist from such breach despite receiving a prior written warning.
5. Bearing in mind that the equipment referred to in §1 point 2 is located on the roof of the Ewa Silo building, the right of the Lessee to use this element of the subject of the lease is restricted in such a way that the Lessee agrees to provide the persons who use this equipment a free passage and access to the Ewa Silo building referred to in §1 point 1(c) and to ensure that they can use the part of the roof of the above-mentioned building, which can only be accessed through the plot and the building, constituting the subject of the lease, without any compensation or other fees and without demanding a reduction in rent. Each time the Lessee shall be informed of the intention to enter. The Lessee agrees to refrain from any action which could impair the proper functioning of the equipment mentioned above. Preventing or hindering access to the equipment and interfering with its operation will result in full liability of the Lessee for the damages, including loss of profits.
6. The Lessee agrees that the Lessor may install other telecommunication equipment on the roof of the Ewa Silo building, without demanding any compensation or other fees, or reduction in rent, provided that this equipment will not affect the building structure.
7. The Lessee agrees to provide free passage through the subject of the lease to the Lessor and to other entities working for or on behalf of the Lessor and to allow to perform other actions necessary for proper maintenance of banners and lighting, in particular, the performance of inspection and technical maintenance, repairs, as well as disassembly and assembly operations. The Parties agree that the costs associated with lighting of banners are borne by the Lessor.
8. The Parties agree that prior to the change of banners, referred to in §1 section 3, the Lessor shall each time inform the Lessee of the planned activities, at least ten (10) days in advance.

§ 7

Insurance of the subject of the lease

1. For the duration of this Agreement, the Lessee is obliged to insure, at its own expense, a part of the subject of the lease, in the form of buildings and other equipment being the subject of the lease, specified in Annex 1 hereto, with the insurance undertaking, which must be previously approved by the Lessor, for the gross book value, against the risk of fire or other fortuitous events in full, and each year to submit to the Lessor the

appropriate copy of the above-mentioned insurance policy covering the period of one year, not later than within two (2) weeks from the conclusion of new insurance policy. Failure to fulfil the obligation to insure the subject of the lease or delay in its fulfilment shall entitle the Lessor to claim stipulated penalty in the amount of PLN20,000 (in words: twenty thousand zloty) for each case of breach.

2. The Lessor, upon written request of the Lessee, shall each year submit the data on the value of individual components of the subject of the lease which would be necessary to conclude an insurance contract.
3. Failure to fulfil its obligations described in point 1 by the Lessee, shall entitle the Lessor to conclude an insurance contract with any chosen insurance undertaking in relation to the components referred to in this paragraph, at the expense and risk of the Lessee, without having to obtain the prior consent of the court in this regard.

§ 8

Repairs and renovations

1. The Lessee is obliged to perform ongoing maintenance and repair works, on its own and at its own expense, in order to maintain the subject of the lease in non-deteriorated condition, including the maintenance of:
 - a) roofing and flashings, gutters and downpipes, along with ensuring that they are unobstructed,
 - b) window and door joinery along with their painting,
 - c) internal plasters, including painting walls and ceilings,
 - d) floors,
 - e) ventilation ducts, electrical wiring, water and sewage systems, central heating, systems for protection of the environment and any other systems, mentioned in the delivery reports.
2. The Lessee is not liable for normal wear and tear of the subject of the lease, or the wear arising from proper usage of the subject of the lease. The Lessee agrees to cover the costs of wear and tear of the subject of the lease exceeding the normal wear and tear, as well as the damage resulting from the failure to fulfil the obligation referred to in point 1 above.
3. The Lessee is required to maintain on its own the Zbozowe wharf along with the mooring path adjacent to the subject of the lease to keep them in non-deteriorated condition, as well as to keep the railway tracks and rail-road switches located within the limits of the subject of the lease in the condition that complies with the requirements of the applicable provisions of law. This obligation does not apply to renovation and modernisation.
4. Subject to the provisions hereof, the subject of the lease shall be used by the Lessee without the right to make any other significant changes in its substance.
5. Failure to fulfil the obligations specified in points 1 and 3 above, shall entitle the Lessor to execute them at the expense of the Lessee without prior authorisation from the court, upon prior written demand to fulfil the obligation.

§ 9

Environmental protection

1. The Lessee is the plant operator and the plant is operated in accordance with the requirements of environmental protection, based on the principles specified in the Environmental Protection Act.
2. Should the environmental regulations provide for such a requirement, the Lessee is obliged to:
 - a) obtain, at its own expense, any administrative decisions or permits and to submit the information on the emissions of substances or energy from the plant, required by the provisions of law, to relevant authorities,
 - b) on its own, calculate and timely pay the fees for the use of the environment to the competent authorities and keep associated records,
 - c) timely submit any information required by the authorities and institutions in the field of environmental protection,
 - d) in case of plant operation - not to exceed the environmental quality standards on and beyond the area of the subject of the lease and not to exceed the emission standards related to release of gas or dust into the air, waste production and emitting energy (noise, vibration, heat, electromagnetic fields),
 - e) use technical and technological solutions in operated plants or those under construction, ensuring the reduction of emissions of substances or energy into the environment,
 - f) use safeguards (technical means) to protect waters and port areas against contamination.
3. At the written request of the Lessor, the Lessee is obliged to pass to the Lessor the following information within the prescribed period:
 - a) copies of received decisions, permits, and other information required by law related to the protection of the environment,
 - b) information about emission of substances or energy into the environment,
 - c) information on the waste production detailing the quantities and types,
 - d) other information that must be collected and submitted by the Lessor.
4. Before its submission to the competent authority, the Lessee is obliged to agree with the Lessor in writing the documentation necessary to obtain a decision on environmental conditions for the project implemented on the leased area, should the environmental regulations provide for a requirement to obtain such a decision.
5. Under the provisions of the Nature Conservation Act, the Lessee of the property is obliged to protect greenery growing on the leased area against damage and maintain it in good condition, at its own expense, according to the rules described in Annex 5 hereto.
6. The Lessee shall be liable for damages in the event of damage caused by improper maintenance of greenery, trees or shrubs, or damage resulting from earthworks and due to the use of machinery, technical equipment, or improper use of chemicals in a manner injurious to vegetation.

7. The Lessee is obliged to incur costs associated with the execution by the Lessor of the obligation, imposed by the law or the relevant decisions of the authorities, to measure the noise levels emitted by the Lessee as a result of its activities in the port area.
8. Under the Waste Act, the Lessee is the holder of waste generated as a result of its activities, and is obliged to store it in a selective manner in appropriate containers and places technically adapted for this purpose, which are located within the boundaries of the leased area. If it is established that the Lessee stores the waste outside the area of the subject of the lease, the Lessor shall be entitled to request that this waste is removed by the Lessee within the prescribed period and at its own expense. Failure to remove the waste by the Lessee within the prescribed period, shall entitle the Lessor to dispose of them at the expense of the Lessee, without the prior authorisation from the court in this respect.
9. The Lessee shall monitor the cleanness of the port waters adjacent to the leased area on an ongoing basis. The Lessee should, as far as possible, cooperate with the Lessor to ensure correct operation of the equipment periodically cleansing the waters. In case of irregularities the Lessee shall immediately notify the Lessor of this fact.
10. The Lessee is also liable for the contamination of the environment of the port areas and waters used by the Lessee that are not covered by the subject of the lease. In the case of their contamination and when it is established that this contamination arise from the activities of the Lessee or its contractors, the Lessee is obliged to remove the contamination and carry out rehabilitation of land, and incur the related costs or otherwise this will be performed by the Lessor at the expense of the Lessee without the need to obtain prior consent of the court in this respect.
11. If the Lessee fails to fulfil any of the obligations referred to in points 3 or 4, it shall pay stipulated penalty in the amount of PLN500 (in words: five hundred zlotys) for each failure to fulfil the obligation.
12. The Lessee shall bear the consequences of the sanctions imposed on the Lessor by the competent authorities if these penalties are imposed as a result of a breach of environmental regulations due to the activities of the Lessee.
13. The Lessee using the sewerage system under applicable regulations on the protection of waters is required to maintain the composition of wastewater in accordance with applicable regulations on the quality of wastewater discharged into waters without exceeding the limit values:
 - a) of the parameters specified in the above-mentioned regulations,
 - b) maintain the drainage pits and storm inlets located within the boundaries of the subject of the lease in proper technical condition and remove the contaminants with the frequency appropriate for the activities performed,
 - c) allow the Lessor to take the samples of precipitation wastewater discharged from the leased part of the land property,
 - d) incur any costs of analysing precipitation wastewater entering the port sewerage system that will be prepared by the Lessor and communicated to the Lessee (costs of

the analyses shall be settled on the basis of an invoice issued by the Lessor for the amount corresponding to the fees borne in this respect by the Lessor)

- e) pay fees for special use of the environment in an amount to be specified in the report based on which the annex is drawn up, in the amount adequate to the percentage share in the catchment area - for precipitation wastewater,
- f) incur any costs of performing additional analyses if it is needed to determine which entity caused the contamination of port waters and to incur the costs of the penalties imposed if the Lessor is found guilty,
- g) incur any costs associated with the management of waste removed from the cleansing equipment belonging to the catchment area used by the Lessee,
- h) agree and report any changes to the sewerage system and to bear the costs of aquatic legal survey and obtaining a new decision.

§ 10

Other liabilities of the Lessee

1. The Lessee is obliged to apply internal regulations of the Lessor resulting from the provisions of international conventions in force within the boundaries of seaport, and to observe the regulations, instructions, rules of conduct and other internal regulations developed by the Lessor in terms of accidents, incidents, fire, environmental protection and other fortuitous events, handling of dangerous and radioactive materials, procedure after the accident and insurance procedures.
2. The Lessee agrees to:
 - a) control the technical condition of the subject of the lease, with the participation of technical services of the Lessor, in accordance with the provisions of the Construction Law and the rules for keeping building maintenance logs, including those described in §1 point 1(c),
 - b) keep and update the technical documentation of the buildings delivered by the Lessor and to store the reports on the periodic control of their technical condition,
 - c) implement all the recommendations mentioned in the post-control report, during the control of technical condition of the buildings or immediately after,
 - d) perform periodic tests and inspections of wiring system and electrical equipment included in the subject of the lease, as well as other mandatory periodic inspections, including those resulting from fire protection regulations in accordance with the laws: Construction Law and Energy Law, and the Law on fire protection along with the regulations implementing these laws and to provide the Lessor with measurement reports and other documents relating to the inspections.
3. Notwithstanding the other obligations set out in the Agreement the Lessee is obliged to equip the facilities with hand-held fire-fighting equipment as agreed

with the Lessor's Port Rescue Service, to mark evacuation routes, emergency exits, hand-held fire-fighting equipment and to maintain them on an ongoing basis.

4. Decommissioning of fixed assets included in the subject of the lease and the associated change of the subject of the lease, may take place at the written request of the Lessee, upon written consent of the Lessor, in accordance with the regulations in force, including the internal regulations of the Lessor.
5. The Lessee agrees to read and comply with the internal rules of the Lessor, in particular the Instructions of access control system, Fire protection rules, Plan to combat environmental threats and contamination of port waters managed by the company Zarząd Morskich Portów Szczecin i Świnoujście S.A. - Port of Szczecin, Instruction on the general rules for safe behaviour and movement around the premises of ZMPS i Ś SA, in force at the Lessor's premises.

A set of internal rules referred to above, is annexed to the delivery-acceptance report, and is also published on the website of the company Zarząd Morskich Portów Szczecin i Świnoujście S.A. (www.port.szczecin.pl). The Lessee is obliged to observe the updating changes, which are binding, and to ensure that other internal rules developed by the Lessor in relation to the use of the subject of the lease, and published on www.port.szczecin.pl, are also observed.

6. Without the consent of the Lessor, which can only be expressed in writing, the Lessee must not transfer the subject of the lease, in whole or in part, to a third party for use, in particular for use free of charge or sub-lease it, under pain of termination of the Agreement immediately without notice.
7. The Lessee is obliged to determine whether or not the facilities it purchased or erected (buildings, structures) are covered by property tax under the provisions of the Act on local taxes and charges (Journal of Laws of 2010, no. 95, item 613, consolidated text, as amended) and within seven (7) days from the date of their purchase or erection is obliged to notify the Lessor of this fact, and state their usable area in case the facility is qualified to the "Buildings" tax group, and their value in case the facility is qualified to the "Buildings" tax group and, according to the Lessee, should be taxed. This obligation also applies to the change in the method of use, the modernisation and demolition of buildings and structures erected during this period, whereas the deadline to notify the Lessor will begin in this case from the date of change in the method of use, the modernisation or the completion of demolition works. Failure to send the notification referred to above, shall authorise the Lessor to demand that the Lessee pays the stipulated penalty in the amount of: PLN20,000.00 (in words: twenty thousand zloty) for each case of breach. If the stipulated penalty provided for herein does not cover the entire damage suffered by the Lessor in connection with the improper performance of obligations by the Lessee, the Lessor shall be entitled to claim additional compensation on general principles. This also applies to the right to claim reimbursement of penalty interest and other penalties imposed on the Lessor by the tax authorities arising from non-payment or late payment of property tax on buildings that should be notified.
8. The Lessor shall reserve the right to verify if the subject of the lease is used properly and in accordance with the purpose and scope specified in the Agreement, and the Lessee is

required to make it available for inspection at the request of the Lessor. In order to perform the control, the Lessor may enter the area of the subject of the lease without having to obtain prior authorisation from the court. In case of gross irregularities or violations, the Lessor shall notify the Lessee of this fact in writing and, at the same time, shall prescribe a period for their removal. Ineffective expiration of this term shall authorise the Lessor to take the necessary steps at the expense and risk of the Lessee without having to obtain prior authorisation from the court.

§ 11

Rent and other charges

1. Subject to points 2 and 5 below the total monthly rent for the use of the subject of the lease is: PLN plus VAT tax at applicable rate.
2. With effect from the date of formal delivery of the subject of the lease, for a period of three (3) years, the monthly rent shall be 60% of amount specified in point 1, increased by VAT tax at the rate applicable on the date of issue of the invoice.
3. The first rent will be calculated from the date of formal delivery of the subject of the lease to the Lessee, and if this period includes incomplete calendar month, the rent shall be calculated in proportion to the monthly billing period, and the subsequent rents shall be calculated on a monthly basis, in accordance with §14.
4. In addition to the rent specified in point 1 the Lessee is required to pay:
 - a) the charges for consumption of electricity, heat energy for central heating purposes, and water supply, sewage discharge and use of telecommunication network under separate agreements concluded with the Department of Energy Management and Operations of the Lessor within fourteen (14) days of the formal delivery of the subject of the agreement,
 - b) charges for waste disposal under a separate agreement concluded with the provider rendering such services.
5. The rent referred to in point 1 will be increased by the amount equal to the cost of property tax or any other tax introduced instead of property tax by a law, which is borne by the Lessor in connection with the buildings and structures erected by the Lessee. This amount represents the variable element of the monthly rent value.
6. The amount due arising out of this Agreement payable to the Lessor shall be increased by VAT tax in accordance with applicable regulations.

§ 12

Rent indexation

1. The Parties agree that the rent for the lease specified in § 11, point 1, and the factor defined in §2, point 8 hereof, will be indexed annually according to the average rate of increase in the prices of goods and services for the previous year, as published in the Official Gazette of the Republic of Poland by the President of the Polish Statistical Office. The first indexation will be made in February 2016, based on the rate for the year 2015. Subsequent indexations shall be made each successive year in February. The rent indexation made as stated above does not require an annex hereto. The Lessee shall be notified in writing about the amount of the change.
2. Regardless of the indexation referred to in §12, point 1 the Lessor shall reserve the right to unilaterally change the amount of rent for reasons beyond the control of the Lessor, ie. in the event of new statutory charges or increase in the existing ones, including fees for perpetual usufruct, related to the subject of the lease. Should they arise, the Lessee shall be promptly notified of this fact by the Lessor.
3. The change in the amount of rent determined in such a way and for the reasons set out in §12, point 2 shall take effect on the date indicated in the notice, and the rent shall increase by the amount resulting from the changes and does not constitute an amendment to this Agreement that would require the annex hereto to be valid.

§ 13

Deposit

1. In order to secure payment of any amounts due arising out of this Agreement and also arising from possible destruction, damage, etc. of the subject of the lease, the Lessee shall pay to the Lessor the deposit, not bearing interest, in the amount equivalent to one (1) monthly rent for lease plus the amount of applicable VAT tax, as defined in § 11, point 1 hereof. In the event of increase in the amount of rent for one (1) month, the deposit shall be replenished by the Lessee to the amount of new rent (gross) without a written notice, and within thirty (30) days of the effective date of the rent change.
2. The deposit shall be paid by the Lessee to the Lessor to its bank account or in cash no later than one (1) day prior to the formal delivery of the subject of the lease, according to the day on which the Lessor's bank account is credited with this amount. Failure to pay the deposit within the prescribed period shall entitle the Lessor to terminate this Agreement immediately upon written notice to the Lessee.
3. The Lessor may deduct from the deposit any claims due against the Lessee arising from this Agreement, without prior written notice, by submitting to the Lessee a written statement of such deduction. The Lessee is required to replenish the deposit to the original amount within seven (7) days from the date on which the notice, referred to above, was received, under pain of termination of the Agreement immediately upon written notice to the Lessee.

4. In the event of termination of the Agreement, the amount of the deposit, which was not used earlier to satisfy the claims of the Lessor, shall be returned to the Lessee without indexation, not later than within three (3) months from the date of expiry/termination of the Agreement, to the bank account indicated by the Lessee.

§ 14

Payment of rent

1. Subject to the provisions of § 14, point 2, the rent for lease shall be paid by the 25th day of each month for a given month by bank transfer to the Lessor bank account no. 28124038261111000044030937 3rd Branch in Szczecin with Bank Polska Kasa Opieki SA. At least seven (7) days before the due date, the Lessor shall send to the Lessee the VAT invoice, whereas the Lessee shall make the payment on the date provided for herein, regardless of the date of receipt of the invoice.

OR

The Lessor shall deliver to the Lessee the VAT invoice in electronic form sent from the internet domain @port.szczecin.pl. at least seven (7) days prior to the date of payment. The time of receipt by the Lessee of the invoice issued in electronic form, will be the moment the message reaches the mail server of the Lessee.

2. Settlement of rent for the period from the formal delivery of the subject of the lease to the end of the month, in which the subject of the agreement is to be delivered, shall be done at one time by the end of the month, in which the subject of the agreement is to be delivered.
3. If the Lessee does not meet the deadline of payment, it shall pay to the Lessor the interest for delay at the statutory rate.
4. The Lessee declares that it is a VAT taxpayer entitled to receive VAT invoices, having tax identification number NIP

§ 15

Entry into force and duration

1. The Agreement is concluded for a fixed period of thirty (30) years from the date of its conclusion.
2. Any extension of this Agreement for a further period shall be considered by the Parties on the _____ basis of the current legal status and on condition that the Lessee submits a written request in this regard, not later than twelve (12) months before the expiry of the Agreement.

§ 16

Termination of the agreement

1. The Parties allow for the possibility of the termination of the agreement before the time period specified in §15, point 1 by mutual consent of the Parties, but the Party

submitting a request in this regard shall notify the other Party at least three (3) months in advance, starting at the end of a calendar month.

2. In addition to other cases specified in this agreement, in particular in: § 2, point 10, §5 point 2, 3, 4, §6 point 4, §10 point 6, §13 point 2, 3, the Lessor may terminate this Agreement immediately, without notice, upon written notice to the Lessee, in the event of the following breaches of the provisions of the Agreement:
 - a) despite a written warning the Lessee does not execute the stipulations and obligations under §6 point 2(f)(g) in a proper way,
 - b) the Lessee delays the payment of rent or other amounts due arising out of this Agreement for at least two (2) full payment periods and despite a written notice and the designation of an additional three-month period for payment, does not pay the amounts due.

The Lessor is also entitled to execute this right, where, despite the payment of rent arrears or other amounts due, the Lessee delays the payment of rent or other fees for a period of two (2) months more than twice in a calendar year,
 - c) for reasons attributable to the Lessee, it will perform (from the thirty-sixth (36) month of the Agreement) the handling volumes defined in §2, point 7, at a level lower than 50 percent (regardless of the obligation to pay the resulting stipulated penalty).
3. In the event of termination or expiration of this Agreement, the Lessee is obliged to set the subject of the lease in order and leave the premises in accordance with the instructions and within the time specified by the Lessor.
4. In any case of termination or expiration of this Agreement, the Lessor shall have the right to request the removal by the Lessee, on its own expense, of changes and restore the previous condition (as on the conclusion of the lease agreement). The Lessor may also decide to leave the changes or parts thereof, provided that the Lessee is not entitled to claim reimbursement for their value. This applies to all the changes, including the investments, renovations and modernisations. If it appears that despite a written notice of the Lessor, the Lessee will not restore the previous condition within the prescribed period, the Lessor shall be entitled to do so at the expense and risk of the Lessee without the need to obtain the prior authorisation from the court in this respect. If it turns out that restitution to the previous condition is unreasonable or difficult for any reason, or the Lessee will not restore the previous condition, under no circumstances the Lessee shall be entitled to demand reimbursement for the changes made to the subject of the lease, including for the investments, repairs and modernisations, so that it waives any claims in this regard. The Parties exclude the possibility to recognise the Lessor's right to request the restitution to the previous condition or the lack of right to claim reimbursement for the changes referred to above as an abusive practice.
5. During the term of notice, as well as during other periods, upon prior notification of the Lessee, the Lessor shall have the right to inspect the subject of the lease with the potential future Lessee or any other person interested in the use of the subject of the lease.

§ 17

Return of the subject of the lease

1. After termination of the Agreement, the Lessee is obliged to set the subject of the lease in order in accordance with written instructions of the Lessor, to return the subject of the lease in non-deteriorated condition, within the period specified by the Lessor.
2. The return by the Lessee of the well-ordered subject of the lease with a set of documentation and a set of labelled keys to buildings and other facilities, and the current reports on periodic inspections of wiring system and electrical equipment, fire protection documentation, records of construction works performed by the Lessee, will be based on the delivery-acceptance report, containing in particular a description of the technical condition of the subject of the lease and the results of the study, conducted by the Lessee on its own and at its own expense, on soil quality in case it is suspected that the area was contaminated with specific substances, the presence of which is expected due to the activities conducted on the given property and in its vicinity. If the Lessee does not attach the results of the study referred to above to the documentation, the Lessor is entitled to conduct it at the expense of the Lessee without the prior consent of the court in this respect. In the absence of the Lessee or in case of its refusal to sign the delivery-acceptance report, the Lessor shall be entitled to independently repossess the subject of the lease, prepare the delivery-acceptance report binding for both Parties, and, if any assets are left by the Lessee on the area of the subject of the lease, subject to the provisions of §17, point 1, to remove them and dispose of them at the expense of the Lessee or to sell them on behalf of and for the benefit of the Lessee under the terms arbitrarily set out by the Lessor, without having to obtain prior authorisation from the court in this regard. The Lessee hereby authorises the Lessor to perform the activities described in this paragraph.
3. If the test results indicate that the exceeding of allowable concentration of substance in the tested soil was caused by the activities of the Lessee, the Lessee shall remove the contamination at its own expense and carry out rehabilitation of land, involving the restoration to the condition as required by the standards of soil quality. Otherwise the Lessor may do so at the expense and risk of the Lessee without having to obtain prior authorisation from the court.
4. In the event that after the end of the Agreement the Lessee continues to occupy the subject of the lease, until the return of the subject of lease, the Lessee is required to pay to the Lessor the compensation for non-contractual use of the subject of the lease in the amount corresponding to the value of twice the gross rent effective as on the date of termination of the Agreement, for each month of non-contractual use of the subject of the lease. If the period of property use without valid agreement would be less than one (1) month, the amount due will be calculated in proportion to the time of use.

§ 18

Correspondence

1. All correspondence to the Lessee should be addressed to:
..... (company name)
..... (mailing address, email address for electronic invoices)
fax:
2. All correspondence to the Lessor should be addressed to:
**Zarząd Morskich Portów Szczecin i Świnoujście S.A.,
ul. Bytomska 7,
70-603 Szczecin.
fax: (91) 462-34-12.**
3. The Parties agree that the Lessee shall promptly notify the Lessor of any change in its legal situation by providing written notification, together with the relevant documents.
4. The Parties agree to promptly notify the other Party of the change in mailing address. In the absence of such notification, the correspondence addressed to the other Party to the address specified in the Agreement or to the address as specified in the last notice shall be considered to be properly and effectively delivered.
5. The correspondence sent to the address indicated in point 1 or the address given in accordance with §18, point 4, unclaimed by the Lessee, is considered to be effectively delivered.

§ 19

Final provisions

1. This agreement is concluded after obtaining the prior consent of the Minister of State Treasury, the decision of no
2. To any matters not covered by this Agreement the provisions of the Terms of the Tender, which are an integral part hereof, and also the provisions of Polish law, in particular the Civil Code and the Law on ports and harbours of 20 December 1996 shall apply.
3. The Lessor may claim additional compensation on general principles exceeding the stipulated penalty agreed herein if the value of the damage suffered will be higher than the value of stipulated penalties. The amounts of stipulated penalties provided for herein can be claimed by the Lessor also in the event of expiry/cancellation/termination of this Agreement.
4. If any provision of the Agreement is found to be invalid, subject to cancellation, without legal force, non-binding or unenforceable by the court or other competent authority, the remaining provisions of the Agreement shall be considered as in full force and binding, and the Parties acting in good faith shall replace such provision with a valid and feasible

provision, which will reflect the legal and economic meaning of the original provision to the fullest extent.

5. The Parties shall endeavour to settle amicably any disputes that may arise during the execution of this Agreement.
6. If it is not possible to reach an amicable settlement of the dispute, it will be submitted for consideration by the competent court of law in Szczecin.
7. The law applicable to this Agreement shall be Polish law.
8. Subject to the exceptions provided for in the Agreement any changes and additions hereto require a written addendum signed by both Parties to be valid.
9. The provisions of the agreement are confidential and cannot be disclosed to third parties without the consent of the other Party, except as prescribed by law.
10. This Agreement has been made in two (2) identical copies, one for each Party.

List of annexes:

1. List of fixed assets - Annex 1.
2. Site plan of the subject of the lease - Annex 2.
3. List of fixed assets excluded from the subject of the lease - Annex 3.
4. Delivery-acceptance report - Annex 4:
5. Rules for the care and maintenance of greenery - Annex 5.
6. Technological concept - Annex 6.
7. The Terms of the Tender - Annex 7.
8. Security of the payment of stipulated penalty referred to in § 5, point 4 - Annex 8

Lessor:

Lessee:

The Agreement was initialled on

