

Inter-User Agreement

between

User

and

OLT Offshore LNG Toscana S.p.A.

Contents

| Clause | | Page |
|---------------|---|-------------|
| 1 | Definitions and interpretation | 1 |
| 2 | Allocation and delivery obligations | 2 |
| 3 | Repayment of supplied LNG | 2 |
| 4 | Defaulting Users | 3 |
| 5 | Umbrella User | 4 |
| 6 | Credit requirements | 5 |
| 7 | Invoicing and payment | 5 |
| 8 | Subscription by Additional Users | 6 |
| 9 | Term and termination | 6 |
| 10 | Limitations of liability | 7 |
| 11 | Dispute resolution | 8 |
| 12 | Miscellaneous | 8 |

THIS INTER-USER AGREEMENT is dated [●] and made

BETWEEN

- 1 Each person that is or becomes entitled to receive Services at the Terminal by entering into a Capacity Agreement with the Operating Company and becomes a party to this Agreement by executing an Inter User Agreement;

(each a **User** and together the **Users**); and

- 2 **OLT Offshore LNG Toscana S.p.A**, a company incorporated and existing under the laws of the Republic of Italy, registered in Italy under number and fiscal code/VAT code number 07197231009 and whose principal office is located at via Francesco Petrarca 4, 20123 Milan, Italy (the **Operating Company**),

WHEREAS

- A. Each User has entered into a separate Capacity Agreement with the Operating Company for the provision of Services at the Terminal, on the terms set out in that Capacity Agreement.
- B. Each User has agreed to be bound by the procedures set out in the Access Code. The Access Code prescribes certain arrangements under which each User will share Cargoes unloaded at the Terminal.
- C. The Operating Company will be responsible for monitoring certain aspects of such arrangements and providing appropriate notifications to the Users in accordance with this Inter-User Agreement and the Access Code.
- D. This Inter-User Agreement sets out, amongst other things, the direct rights and liabilities between the Users in respect of receiving LNG from and supplying LNG to other Users at the Terminal, in accordance with Clause 3.2.5 of the Access Code.
- E. Each User that has entered into a Capacity Agreement with the Operating Company may become a party to this Inter-User Agreement in accordance with Article 8.

THE PARTIES AGREE TO BE LEGALLY BOUND AS FOLLOWS:

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 All the capitalised terms used in this Inter-User Agreement shall, unless otherwise defined, have the same meaning given in Clause 1.1.1 of the Access Code.

- 1.1.2 In addition, the following terms shall have the meaning given to them below:

Access Code means the access code setting out the terms and conditions for the provision of Services at the Terminal, the most updated version of which shall be published by the Operating Company on its web site;

Confidential Information has the meaning given in Article 12.4.1;

Inter-User Affiliate Guarantee has the meaning given in Article 6.2(a);

Inter-User Letter of Credit has the meaning given in Article 6.2(b);

Party means a party to this Inter-User Agreement;

Receiving User has the meaning given in Article 2.2;

Required Inter-User Credit Support has the meaning given in Article 6.2;

Sale and Purchase Agreement means, in relation to each User, the agreement entered into by a User as described in more detail in Article 4;

1.2 Interpretation

1.2.1 This Inter-User Agreement shall be interpreted in accordance with the provisions set out in Clause 1.1.2 of the Access Code. In addition:

- (a) references to Articles are to articles of this Inter-User Agreement;
- (b) references to Schedules are to schedules of this Inter-User Agreement; and
- (c) references to Clauses and Chapters are to clauses and chapters of the Access Code.

2 Allocation and delivery obligations

2.1 Delivery obligations

2.1.1 Each User undertakes, subject to Article 2.1.2, to cause to be delivered to the Terminal, in accordance with the relevant Ninety Day Unloading Schedule, each Confirmed Cargo.

2.1.2 A User's obligations under Article 2.1.1 shall not apply if the Confirmed Cargo is not delivered to the Terminal in accordance with the relevant Ninety Day Unloading Schedule because of:

- (a) Adverse Weather Conditions;
- (b) any cancellation of scheduled LNG Tankers by the Operating Company for any reason other than due to the fault of that User; and/or
- (c) Force Majeure where the Operating Company is the Affected Party.

2.2 Consequences of a failure to deliver

If a User fails to deliver a Confirmed Cargo in breach of its obligations under Article 2.1.1, then, unless such breach is excused under Article 2.1.2, unless the User finds a solution that, once communicated to the Operating Company which will verify that this is accepted by the other Users and/or by the Operating Company itself, if Clause 3.4.1.6 shall apply, within seven (7) Business Days from the cancellation of the Confirmed Cargo, the User shall be a "**Receiving User**" and be subject to Settlement Remedies under Article 3.2.

3 Repayment of supplied LNG

3.1 Failure to deliver a Confirmed Cargo

3.1.1 A Receiving User shall no longer be entitled to its Percentage Share of that undelivered Confirmed Cargo nor of other prior and subsequent Confirmed Cargoes to be delivered during that Month.

3.2 Settlement Remedies

If the Receiving User is unable to make available LNG in the tanks to the other Users of the relevant Redelivery Period and/or to the Operating Company, if Clause 3.4.1.6 shall apply, in a way that they are not affected by the cancellation of the Confirmed Cargo and unless the User

finds a solution that, once communicated to the Operating Company which will verify that this is accepted by the other Users and/or by the Operating Company itself within seven (7) Business Days from the cancellation of the Confirmed Cargo, the Receiving User shall:

- (a) If the Receiving User notifies to the Operating Company its failure to deliver a Confirmed Cargo **before** the beginning of the Redelivery Period of Month M of the relevant Ninety Day Unloading Schedule, the Receiving User shall compensate the other User(s) with partial enforcement (*escussione parziale*) of the Required Inter-User Credit Support for an amount equal to 1,000,000 € as compensation for any additional cost incurred by the other User(s) for such default. The amount corresponded by the Receiving User will be shared between the other User(s) pro quota on their Percentage Share of the relevant Month recalculated not considering the Receiving User;
- (b) If the Receiving User notifies to the Operating Company its failure to deliver a Confirmed Cargo **after** the beginning of the Redelivery Period of Month M of the relevant Ninety Day Unloading Schedule than:
 - (i) the other User(s) shall direct the Operating Company to reallocate retroactively at the start of the following Month (Month M + 1), the Gas redelivery allocations related to Month M (which shall be the Month in which the failure to deliver the Confirmed Cargo occurred) at the Redelivery Point from the Receiving User to the Supplying User(s); and
 - (ii) the Receiving User shall compensate the other User(s) with the total enforcement (*escussione*) of the Required Inter-User Credit Support as compensation for any additional cost incurred by Supplying User(s) for such default. The amount paid by the Receiving User shall be shared between the other User(s) pro quota on their Percentage Share of the relevant Month recalculated not considering the Receiving User.
- (c) If the Receiving User notifies to the Operating Company its failure to deliver a Confirmed Cargo **after** the Operating Company, in accordance to Clause 3.4.1.6, redelivered all or part of the LNG for Peak Shaving Service, the Operating Company will reallocate at the start of the following Month (Month M + 1) the Gas redelivery allocation related to Month M (which shall be the Month in which the failure to deliver the Confirmed Cargo occurred) at the Redelivery Point of the Receiving User and in case of the other User(s). In addition the Operating Company (i) will enforce the Peak Shaving Credit Support corresponding then to Snam Rete Gas the amount to be paid to the Peak Shaving Service Supplier and, possibly, (ii) will enforce the Required Inter-User Credit Support as compensation for the cost incurred by User(s) for such failure.

4 Defaulting Users

4.1 Sale and purchase of Default Amounts

- 4.1.1 If a User has breached Clause 2.1.1(a) of the Access Code and as a result of such breach the provision of Services to the User is suspended by the Operating Company (a **Defaulting User**), the Defaulting User's LNG shall be redelivered and sold into the Italian unbalancing market trying not to affect the other Users. The amount paid by Snam Rete Gas to the Operating Company in return of the delivery of such quantities will be used by OLT to pay any outstanding payment of the Defaulting User towards OLT first, not covered by the Bank Guarantee already provided by such Defaulting User in accordance with Clause 3.1.1 of the Access Code, and the rest returned to the Defaulting User less an administrative fee of €1000 payable to the Operating Company for the service provided.

4.2 Purchase of Customer's Minimum Inventory on termination of a Foundation Capacity Agreement

- 4.2.1 Upon termination of a Foundation Capacity Agreement, the affected User shall automatically transfer its share of the Minimum Inventory (as calculated in accordance with Clause 3.5.3 (a)) to the other Minimum Inventory User(s), pro rata to its(their) shares of the Minimum Inventory, by means of an in-tank title transfer.
- 4.2.2 The Minimum Inventory Users automatically agree to purchase such Minimum Inventory pro rata to their ACQ pursuant to the Sale and Purchase Agreement entered into by each affected User. The price at which the affected User shall sell its share of the Minimum Inventory pursuant to this Article 4.2, shall be the annual average of the Monthly Market Prices based on the last Gas Year of the relevant Foundation Capacity Agreement, less an administrative fee of €1000 payable to the Operating Company

For avoidance of doubt the Operating Company, at its sole discretion, shall act as Minimum Inventory User or affected User for the purposes of this Article 4.2.

4.3 Purchase-Sale of Customer's Operational Inventory

- 4.3.1 The affected User shall automatically transfer its Operational Inventory (as calculated in accordance with Clause 3.5.3(b) of the Access Code) to the other Users, in order to cover their obligations (Fuel Gas Obligation and Minimum Redelivery Obligation), by means of an in-tank title transfer.
- 4.3.2 The other Users automatically agree to purchase such Operational Inventory pursuant to the Sale and Purchase Agreement entered into by each affected User. The price at which the affected User shall sell its Operational Inventory pursuant to this Article 4.3, shall be the Monthly Market Price of the relevant Month increased by 30%.

For avoidance of doubt the Operating Company, at its sole discretion, shall act as User or affected User for the purposes of this Article 4.3.

Should the affected User or the other User fail to execute the transfer of the Operational Inventory agreed in this Article 4.3 within the terms set forth in Clause 3.6.1.1, then the Operating Company, at its sole discretion, could execute the transaction on their behalf and by financing it through the Required Inter-User Credit Support.

5 Umbrella User

- 5.1.1 In respect of the Umbrella User established pursuant to Clause 4.2.1, the Users agree that:
- (a) each Umbrella Member shall have one voting right;
 - (b) unless otherwise expressly provided in this Inter-User Agreement or the Access Code all communications of the Umbrella User shall require the unanimous affirmative vote of all the Umbrella Members;
 - (c) in case there is not unanimous agreement among the Umbrella Members, the designated umbrella member (**Designated Umbrella Member**) will be appointed by drawing lots; and
 - (d) all the Umbrella Members shall be bound by each communication of the Umbrella User duly made in accordance with the provisions of this Inter-User Agreement and Clause 4.2.1 of the Access Code which, for the avoidance of doubt are without prejudice of the confidentiality of commercial information and of the full compliance with competition laws.

6 Credit requirements

6.1 Obligation to Maintain Credit Support

Each User, at all times during the Term and for such time thereafter as the User may have any outstanding payment obligations to any other Users arising out of or in connection with this Inter-User Agreement, shall procure and maintain Required Inter-User Credit Support by way of financial security for the User's payment obligations to all other Users who are Party to this Inter-User Agreement from time to time.

6.2 Inter-User Credit Support

For the purposes of this Inter-User Agreement, **Required Inter-User Credit Support** has to cover the Inter-User Security Amount and means with respect to each User any one of the following:

- (a) **Inter-User Affiliate Guarantee.** An irrevocable on-demand guarantee issued by an Affiliate of the User that has a Required Credit Rating in substantially the form set out in Schedule 2 (an **Inter-User Affiliate Guarantee**) in favour of the Operating Company which will act on behalf and in the interest of all Users who are Party to this Inter-User Agreement from time to time (including all necessary corporate approvals of such Affiliate relating to the giving of such guarantee and, if required by the Parties who shall be the beneficiaries of such Inter-User Affiliate Guarantee, a legal opinion in respect of such guarantee satisfactory to such Parties), in order to ensure the fulfilment of the obligations agreed under this Inter-User Agreement; or
- (b) **Inter-User Letter of Credit.** An irrevocable on demand bank guarantee issued by an Approved Financial Institution in substantially the form set out in Schedule 3 (an **Inter-User Letter of Credit**) in favour of the Operating Company which will act on behalf and in the interest of all Users who are Party to this Inter-User Agreement from time to time, in order to ensure the fulfilment of the obligations agreed under this Inter-User Agreement.

For the purposes of this Inter-User Agreement, **Inter-User Security Amount** in respect of the User means 2,000,000 €.

7 Invoicing and payment

7.1 If any sum of money is due from one Party to another Party under this Inter-User Agreement, then the Party to whom such sum is owed shall prepare and deliver to such other Party an invoice together with relevant supporting documents showing the basis for the calculation of such sum.

7.2 Payment

7.2.1 All invoices shall be paid within ten (10) Business Days of receipt.

7.2.2 All payments shall be made in Euros.

7.2.3 Any payments shall be credited by the appropriate due dates by wire transfer to the bank accounts as designated by the relevant Party without any discount associated with the transfer of money and at the expense of such Party.

7.2.4 The bank account shall be specified in the invoice.

7.3 Adjustment of Errors

7.3.1 If a material manifest error is found by any Party in the amount shown due in any invoice issued by another Party and a notice of claim in respect of that error is given to the issuing Party within

one hundred and ten (110) Days following the date of issuance of such invoice, the issuing Party shall issue a statement of adjustment as soon as reasonably practicable after the error is detected. Any adjustment between any Parties in respect of the error, together with interest on the amount of such adjustment from and including the Day following the payment due date of the original invoice up to and including the Day on which payment of the amount of such adjustment is actually made, at an interest rate of EURIBOR (as in effect on the Day following such payment due date and as in effect on the first Day of every Month thereafter) plus two per cent (2%), shall be paid within ten (10) Business Days after the issuing Party has sent the statement of adjustment.

- 7.3.2 Except in the case of any material manifest error in an invoice, pursuant to and for the purposes of article 1462 of the Italian civil code, a Party shall not be entitled to postpone or suspend the payment of any invoice by reason of any claims, complaints or objections against the other Party or by reason of any pending dispute with the other Party.

7.4 Invoicing Disputes

- 7.4.1 When any sum is the subject of a bona fide dispute under this Inter-User Agreement, the Party disputing the sum shall by not later than five (5) Business Days before the required payment date notify the other affected Party of the sum in dispute (giving details of the reasons for the dispute) and shall, on the required payment date pay the disputed sum into an interest bearing escrow account (the **Inter-User Escrow Account**).
- 7.4.2 Within thirty (30) Days from the date of the notification, the Parties involved in the dispute shall endeavour in good faith to resolve the dispute, and the Party making such payment undertakes not to commence any proceedings in respect of such dispute until the expiry of such thirty (30) Day period. Unless the dispute has been resolved during such thirty (30) Day period, the procedures set forth in Article 11 shall apply.
- 7.4.3 After settlement of the dispute, any sum agreed or adjudged to be due shall be paid from the balance standing to the credit of the Inter-User Escrow Account (including any interest earned on the Inter-User Escrow Account during the escrow period) and any balance shall be returned to the Party making such payment. If any such balance is returned to the Party originally making a payment into the Inter-User Escrow Account, the other Party shall issue the Party to whom such payment was returned with a credit note including any applicable VAT for the return of such sum.

7.5 Late Payment

If payment of any invoiced amount is delayed beyond the due date, then default interest must be paid by the paying Party to the other Party for every Day of delay from and including the Day following the payment due date up to and including the Day on which payment is actually made, at an interest rate of EURIBOR (as in effect on the Day following the payment due date and as in effect on the first Day of every Month thereafter) plus two per cent (2%). If the default interest so determined exceeds the limit determined by the Ministero dell'Economia e delle Finanze pursuant to law no. 108 of 7 March 1996, such default interest shall be payable at the maximum rate permitted by Italian law.

8 Subscription by Additional Users

8.1 Additional Users

- 8.1.1 The Parties acknowledge that each User that has entered into a Capacity Agreement with the Operating Company may become a party to this Inter-User Agreement pursuant to article 1332 of the Italian Civil Code, upon submission of the appropriate communication to the Operating Company that will keep updated the identity of the Parties of this agreement.

9 Term and termination

9.1 Term

9.1.1 This Inter-User Agreement shall become effective with respect to each User, upon the execution by such User of an Inter User Agreement or when this becomes party to it.

9.1.2 Subject to the provisions of Article 9.2, this Inter-User Agreement shall remain in effect with respect to any Party:

- (a) in the case of any User, so long as that User has the right to receive Services at the Terminal, provided that in any event this Inter-User Agreement shall remain in effect with respect to any User until all volumes of LNG at the Terminal in which such User has an interest have been discharged from the Terminal, and
- (b) in the case of the Operating Company until the termination and/or expiration of all Capacity Agreements;

provided that in the case of any Party (A) the provisions of Article 1.1 and Article 7 shall remain in effect following the expiration or earlier termination of this Inter-User Agreement with respect to any transactions arising prior to such date, and (B) the provisions of Articles 10, 11 and 12 shall remain in effect following the expiration or termination of this Inter-User Agreement.

9.2 Suspension and Termination.

9.2.1 Termination shall be without prejudice to the Parties' accrued rights and obligations.

9.2.2 If the Operating Company suspends the provision of Services to any User pursuant to Clause 2.1.3, then from the effective time of such suspension and for the duration of such suspension of Services under the Access Code:

- (a) if the suspension is due to a breach by the User of Clause 2.1.1(a), then the provisions of Article 4 shall apply;
- (b) in all other circumstances, the affected User shall continue to have rights under the Inter-User Agreement only in respect of any LNG in the Terminal but in all other cases shall automatically have its rights under the Inter-User Agreement suspended.

10 Limitations of liability

10.1 Exclusive Remedy

10.1.1 The remedies set forth in Article 3, together with any applicable provisions of Article 4 with respect to a Receiving User's obligations to maintain credit support, shall be the Supplying User's sole and exclusive remedies for the Supplying User's inability to send out any portion of its Firm Redelivery Services and confirmed Interruptible Redelivery Services on any Gas Day as a result of the Receiving User's failure to deliver a Confirmed Cargo in breach of Article 2.1.1.

10.2 Liability of Operating Company

10.2.1 Notwithstanding the provisions of the Access Code which impose obligations on the Operating Company with respect to this Inter-User Agreement:

- (a) the Operating Company shall not be liable for any loss, liability, claims, damages, costs, fees and/or expenses suffered or incurred by any User or its employees, contractors, agents and/or other third parties acting on behalf of such User which are caused, directly or indirectly, by reason of any failure to perform or performance by the Operating Company or by any employee, contractor, agent or other third party including the O&M Contractor or any Sub-Contractor, acting on behalf of the Operating Company, of any of the obligations of the Operating Company under any provisions of this Inter-User Agreement or howsoever otherwise arising out of or in connection with (including as result of *responsabilità extracontrattuale*) this Inter-User Agreement;

- (b) the Operating Company shall have no liability whatsoever to any User or Receiving User in relation to the Required Inter-User Credit Support and related Inter-User Affiliate Guarantees and/or Inter-User Letters of Credit;
- (c) each User hereby waives any rights and claims it may have against the Operating Company arising out of or in connection with this Inter-User Agreement except for any liability arising due to the wilful misconduct (*dolo*) or gross negligence (*colpa grave*) of the Operating Company.

11 Dispute resolution

11.1 The provisions of Clause 5.4.2 of the Access Code shall apply to this Inter-User Agreement mutatis mutandis as if set out in full in this Inter-User Agreement, provided that:

- (a) subject to (d) below, all references to the “Capacity Agreement” in Clause 5.4.2 of the Access Code shall be deemed to be references to this Inter-User Agreement;
- (b) each reference to a “Party” and “Parties” in Clause 5.4.2 of the Access Code shall be deemed to be references to a “Party and “Parties” of this Inter-User Agreement;
- (c) the first sentence of Clause 5.4.2.3 of the Access Code shall be deemed to be amended to read “The provisions of Clause 5.4.2.3 (a) to (q) shall apply where the Parties agree that the Dispute may be referred to and resolved by an expert (the **Expert**)”.; and
- (d) Clause 5.4.2.7(a) shall be deemed to be amended to read “In this Clause 5.4.2.7 Related Agreement means any Capacity Agreement between the Operating Company and a User in relation to the provision of Services (as defined in any such Capacity Agreement)”.

12 Miscellaneous

12.1 Applicable Law

This Inter-User Agreement and the relationship between the Parties shall be governed by and interpreted in accordance with Italian Law, provided that the statutory rules governing international purchase (CISG 1980) shall be excluded.

12.2 Notices

12.2.1 Serving of Notices. Except as otherwise provided in this Inter-User Agreement, any notice to be given by one Party to any other Party under or in connection with this Inter-User Agreement shall be in writing. Such notice may be served by sending it by fax to the number set out in Schedule 3, or by delivering it by hand, or sending it by pre-paid recorded delivery, special delivery or registered post or courier to the relevant address set out in Schedule 3 and in each case marked for the attention of the relevant Party (or as otherwise notified from time to time in accordance with this Article 12.2). Any notice so served by hand, fax, courier or post shall be deemed to have been duly given:

- (a) in the case of delivery by hand, pre-paid recorded delivery, special delivery, registered post or courier, when delivered; or
- (b) in the case of fax, at the time of transmission,

provided that in each case where delivery by hand, by fax, by pre-paid recorded delivery, special delivery, registered post or courier occurs after 18:00 hours on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 09:00 hours on the next Business Day.

12.2.2 Changes to Notice Details. A Party may notify the other Parties of a change to its name, relevant addressee, address or fax number, and such notice shall only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

12.3 **Third Party Rights**

Subject to the provisions of Article 8, which permit persons who are not originally Parties to this Inter-User Agreement to become a Party upon submission of the appropriate communication to the Operating Company, which is sent after the initial request of information sent to the Operating Company for the purpose of becoming aware of the rights and obligations pursuant to this agreement, this Inter-User Agreement is not intended to provide rights to third parties to enforce or rely on any provisions of this Inter-User Agreement.

12.4 **Confidentiality.**

12.4.1 Confidentiality. Each of the Parties shall:

- (a) keep confidential the terms of this Inter-User Agreement and all information which by its nature ought to be regarded as confidential (**Confidential Information**); and
- (b) procure that its directors, officers, employees and representatives and those of its Affiliates or shareholders keep secret and treat as confidential all such Confidential Information.

12.4.2 Permitted Disclosures. Article 12.4.1 does not apply to information:

- (a) which, after the date of this Inter-User Agreement, becomes published or otherwise generally available to the public, except in consequence of a wilful or negligent act or omission by the recipient Party in contravention of the obligations in Article 12.4.1;
- (b) disclosed by a Party to its Affiliates or shareholders provided that (i) such disclosure is made for purposes incidental to the subject matter of this Inter-User Agreement and (ii) such Affiliates and shareholders agree to treat it as confidential under a substantially equivalent obligation of confidentiality to that set out in Article 12.4.1 prior to such disclosure being made;
- (c) to the extent made available to the recipient Party by a third party who is entitled to divulge such Confidential Information and who is not under any obligation of confidentiality in respect of such Confidential Information to the recipient Party;
- (d) to the extent required to be disclosed by any Applicable Law or by any Maritime Authorities or by the Snam Rete Gas or by any recognised stock exchange or Competent Authority to whose rules the Party making the disclosure or any Affiliate is subject, whether or not having the force of law, provided that the Party disclosing the Confidential Information shall notify the other Party of the Confidential Information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure;
- (e) which has been independently developed by the recipient Party otherwise than in the course of the exercise of that Party's rights under this Inter-User Agreement or the implementation of this Inter-User Agreement;

- (f) to the extent made available to a proposed bona fide transferee or assignee of the whole or part of the disclosing Party's interest under this Inter-User Agreement;
- (g) to the extent made available to a proposed bona fide potential shareholder or a disclosing Party proposing to acquire the whole or a significant part of the issued share capital of the disclosing Party;
- (h) to the extent made available to a bank or other financial institution or bond investors or underwriters or any party in relation to a potential securitisation in connection with efforts by that Party or an Affiliate to obtain funds, or to document any loan to or security granted by that Party or an Affiliate or in connection with any bond issue or securitisation;
- (i) to the extent that the Confidential Information is properly and reasonably required by any adviser, auditor, consultant, expert, contractor or subcontractor who is employed or retained by (or whose employment or retention is being considered by) that Party or by the bank or other financial institution referred to in Article 12.4.2(h) and whose function requires them to have the Confidential Information;
- (j) disclosed to a supplier or potential supplier of LNG that is to be unloaded into the Terminal for purposes reasonably necessary for such supply;
- (k) to the extent that the Confidential Information is properly and reasonably required by any Party to resolve a dispute or disputes arising in connection with the provision and/or receipt of Services at the Terminal;
- (l) disclosed to any applicable tax authority to the extent required by a legal obligation;
- (m) disclosed, subject to the consent of the other Party (such consent not to be unreasonably withheld), to the extent reasonably required to assist the settlement of the disclosing Party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing Party; or
- (n) which the recipient Party can prove was already known to it before its receipt from the disclosing Party;

provided, in the case of disclosure under Article 12.4.2(f), (g), (h), (i) or (j) above, that the recipient of such information is under a substantially equivalent obligation of confidentiality to that in Article 12.4.1 prior to such disclosure being made and for a period of ten (10) Years after such disclosure.

12.4.3 Duration of Confidentiality. The provisions of this Article 12.4 shall survive any termination or expiry of this Inter-User Agreement or transfer by the User of all of the User's rights and obligations under this Inter-User Agreement for a period of 10 years after such termination, expiry or transfer.

12.5 Language.

All notices and other documents delivered under or in connection with this Inter-User Agreement shall be in the Italian language (unless otherwise agreed) or, if required in any other language, accompanied by a translation into Italian. In the event of any conflict between the Italian text and the text in any other language, the Italian text shall prevail, unless a notice or document is required by Applicable Law to be in another language, in which case that other language shall prevail.

12.6 Amendments

No amendment of this Inter-User Agreement shall be effective unless such amendments are in writing and signed by or on behalf of the Parties.

THIS INTER-USER AGREEMENT has been entered into on the date stated at the beginning of this Inter-User Agreement.

EXECUTED by the Parties:

.....

Authorised signatory

.....

Authorised signatory

OLT Offshore LNG Toscana S.p.A.

.....

Authorised signatory

Courtesy English Translation (not binding – only the Italian version is binding)

Schedule 1
INTER-USER AFFILIATE GUARANTEE

Schedule 2
INTER-USER LETTER OF CREDIT

Schedule 3
NOTICE DETAILS OF THE PARTIES

Courtesy English Translation (not binding – only the Italian version is binding)

Schedule 4 Sale and Purchase Form