

# SLOT CAPACITY AGREEMENT

This **SLOT CAPACITY AGREEMENT (Agreement)** is dated the same date as the Confirmation Notice and made **BETWEEN:**

- 1 **[insert name of Customer who has been awarded a Released Slot or an Available Slot by the Operating Company]**, a company incorporated and existing under the laws of [•], having its registered office at [•] (the **Customer**); 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 in Via Passione, 8 – 20122 Milan, Italy (the **Operating Company**).

## WHEREAS

- A. The Customer has submitted an Application for a Released Slot or an Available Slot (**Access Request**);
- B. The Customer has received a Confirmation Notice from the Operating Company (a copy of which is attached to this Contract in Schedule 2) awarding Released Slot/s or Available Slot/s (as stated in the Confirmation Notice) to the Customer;
- C. In accordance with the terms of the Access Request and the Confirmation Notice the Customer is now bound to agree, and the Operating Company is now bound to provide, services at the FSRU Toscana (**Terminal**) on the terms set out in this Agreement in respect of the slot or slots awarded to the Customer by the Operating Company in the Confirmation Notice; and

## THE CUSTOMER AND THE OPERATING COMPANY AGREE TO BE LEGALLY BOUND AS FOLLOWS:

### 1 Definitions and interpretation

#### 1.1 Definitions

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

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

**Access Code** means the access code published on the Operating Company's website (including the relevant attachments), adopted in accordance with the Applicable Law;

**Access Request** means the application submitted by the Customer (in its capacity as a User or Applicant) to the Operating Company irrevocably seeking Released Slot/s or an Available Slot/s and undertaking in writing to the Operating Company, on a legally enforceable and binding basis, to automatically accept any Released Slot or Available Slots applied for by it and awarded to it by the Operating Company in the Confirmation Notice;

**Confirmation Notice** means the notice contained in Schedule 2 which has been issued by the Operating Company to the Customer confirming the slot or slots which have been awarded to the Customer;

**Effective Date** means the date of the Confirmation Notice;

**Expiry Date** has the meaning given in the Confirmation Notice;

**Service Period** means the Redelivery Period in which the Customer has been awarded for one or more slots by the Operating Company also according to Clause 3.4.1.6 of the Access Code;

**Slot Price** means the price calculated by the Operating Company and communicated to the Customer basing on the regasification tariffs as approved by Italian Regulatory Authority for Electricity Gas and Water (**AEEGSI**);

**Term** means the period from the Effective Date until the Expire Date; and

## 1.2 Interpretation

1.2.1 This Agreement comprises the following documents which shall be read together as one single agreement and shall, in the event of conflict between them, be prioritised in the following order, except where the provisions of the Access Code must prevail as a matter of Applicable Law or as required by the AEEGSI:

- (a) the Confirmation Notice contained in Schedule 2;
- (b) the Access Code, which shall have effect and apply to this Agreement, as if set out in full in this Agreement.

1.2.2 This Agreement shall be interpreted in accordance with the provisions set out in Clause 1.1.2 of the Access Code.

1.2.3 For the purposes of this Agreement, the Customer is not a Foundation Capacity User.

## 2 Subject matter and term

## **2.1 Subject matter of this Capacity Agreement**

The Operating Company allocates to the User the Released Slot/s and/or the Available Slot/s as provided for in the Confirmation Notice, in accordance with the quantities indicated by the User in the Access Request.

## **2.2 Term of this Capacity Agreement**

This Agreement shall be in full force and effect from the Effective Date and continue for the remainder of the Term. Without prejudice to the foregoing, the Customer and the Operating Company intend to be bound by this Agreement on and from the Effective Date in accordance with the terms of the Confirmation Notice issued by the Operating Company notwithstanding that this Agreement may not have been executed by the Customer.

## **3 Slots and related Services**

The Operating Company shall provide the Services to the Customer only in respect of the slot or slots (as applicable) that have been awarded to the Customer by the Operating Company in the Confirmation Notice.

## **4 Slot Release Price, Available Slot Price, Monthly Terminal Charges and Monthly Grid Charges**

The Customer shall pay the Slot Release Price or the Available Slot Price in accordance with Clause 5.2.1.4 and Clause 5.2.1.6 of the Access Code.

## **5 Effect of Slot Release**

The Customer agrees to comply with the rules set forth in Clause 3.2.4.3 of the Access Code.

## **6 Satisfaction of Access Conditions**

As long as the Service is provided and in any case pursuant to Clause 2.1.2 of the Access Code, the Customer shall comply with any provision of the Access Code.

## **7 Security Amount, Required Credit Rating or Required Credit Support**

The initial Security Amount referred to in Clause 3.1.1.2 of the Access Code is the amount specified in the Confirmation Notice.

The provisions of Clause 3.1.1.3 of the Access Code shall apply from the Effective Date.

## **8 Notices**

The contact, postal address and email address for each Party is (unless otherwise notified):

(a) in the case of the Operating Company as follows:

Address: Via d'Alesio, 2 – 57126 Livorno, Italia

Email: *[insert email address]*

Attention: *[insert name]*

(b) in the case of the Customer:

Address: *[insert address]*

Email: *[insert email address]*

Attention: *[insert name]*

## **9 Requested Modifications**

The Customer hereby agrees to approve and to comply with the provisions established under Chapter 6 of the Access Code.

## **10 Approval as required by the Italian Civil Code**

The Customer declares to agree, have read and accepted all the applicable provisions set forth in the Access Code. The Customer, hereby, unconditionally approves, pursuant to and for the purposes of, articles 1341 and 1342 of the Italian Civil Code, the Clauses of the Access Code set out in Schedule 1.

## **11 Applicable Law**

This 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 Severability**

If any provision of this Agreement shall be found by any court, government, body or regulatory or administrative body of competent jurisdiction (including the Gas and Electric Power Authority) to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid and unenforceable provision.

**EXECUTED** by the Parties:

***[insert name of Customer]***

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Authorised signatory

**OLT Offshore LNG Toscana S.p.A.**

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Authorised signatory

## Schedule 1

### **Approval of Clauses of the Access Code for the purposes of Art. 1341/1342 of the Italian Civil Code**

The Customer declares to agree, have read and accepted all the applicable provisions set forth in the Access Code and, in particular, pursuant to articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have reviewed the above terms and conditions and to be familiar and to approve specifically the following clauses:

- Clause 1.4.1.3 “Interruptible Redelivery Services”;
- Clause 3.2.1 “No transfers unless expressly permitted and reimbursement of the Operating Company’s costs”
- Clause 3.2.3. “Voluntary Transfer”
- Clause 3.2.5.4 “Repayment of Borrowed LNG and Reallocation of LNG”
- Clause 3.3.1.4 “Resolution of Scheduling Conflicts”
- Clause 3.3.2 “Ninety Day Unloading Schedule”
- Clause 3.7.2 “Gas Quality”
- Section 3.9 “Service Reductions and Allocation of Available Services”
- Chapter 4.1 “Maintenance Planning and Management”
- Clause 5.2.2.7 “Adjustment of errors”
- Clause 5.2.2.8 “Invoicing disputes”
- Clause 5.3.1.4 “Damage to LNG and Gas”
- Clause 5.3.1.8 “Limitation of the Operating Company’s liability”
- Clause 5.3.1.10 “No indirect or consequential costs or damage”
- Clause 5.3.1.11 “Notification and conduct of claims”
- Clause 5.4.2 “Dispute Resolution”
- Clause 5.4.2.8 “Time limit for claims”
- Clause 6.1.1 “Required works of the Terminal following a Change in Law”

[Customer]

By:

\_\_\_\_\_

Title:

## Schedule 2

### Confirmation Notice

*[Note: This is the proposed form of Confirmation Notice. When the Confirmation Notice has been issued and signed, the actual executed Confirmation Notice should be inserted in Schedule 2 in place of this proposed form of Confirmation Notice]*

Date of Confirmation Notice<sup>1</sup>:

*[Insert address of Customer who has been awarded a slot or slots (as applicable)]*

Dear Sirs

**Confirmation Number: [•]**

Referring to the Capacity Agreement dated the same date as this Confirmation Notice (which is attached to this Confirmation Notice), the Parties hereby agree:

The following whole slot or slots (as applicable) have been awarded to the Customer by the Operating Company:

The following partial slot or slots<sup>2</sup> (as applicable) have been awarded to the Customer by the Operating Company:

The **Slot Price** basing on the regasification tariffs as approved by **AEEGSI** is Euros [•]

The **Security Amount** shall be the amount of Euros [•] [being the overall aggregate amount of all Service Charges, Adjustments and Monthly Grid Charges which are estimated by the Operating Company to be payable by the Customer during the Month M, Month M+1 and Month M+2 as communicated to the Applicant and/or Customer by the Operating Company, along with the capacity allocation resulted from the Annual Slot Transfers pursuant to Clause 3.3.1.6 or resulting from a Ninety Day Slot Release pursuant to Clause 3.3.2.2.

The **Expiry Date** is [•]

The Effective Date for this Agreement is the date on which this Confirmation Notice is sent to Customer.

We have executed and attach two originals of the Capacity Agreement which has been entered into between us on the date of this Confirmation Notice and which is now legally

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<sup>1</sup> Note: this will be the Effective Date of the Capacity Agreement

<sup>2</sup> Note: there are restrictions in the Access Code in relation to making partial slots available

binding and enforceable between us. Please promptly sign both originals and return one original to us for our records, retaining one original for your records.

**OLT Offshore LNG Toscana S.p.A.**

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**Authorised signatory**