

Annex 5: Regasified Quantities Allocation Rule form

OLT Offshore LNG Toscana

Via Gaetano D'Alesio 2

57126 Livorno – Italy

attn. Sales Director

oltcommercial@legalmail.it

commercial@oltoffshore.it

Fax: 0039 0586210922

Sent by certified email or fax

Re: Notice of rule for allocating regasified quantities

This form for giving notice of the rule for allocating regasified quantities is executed [•] by and between [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] (“**regasification User**”) and [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] (“**transportation User**”).

Whereas

- a) The regasification User is not a transportation user since it does not have an existing transportation agreement with Snam Rete Gas S.p.A. on the execution date of this form.
- b) By signing this form, the regasification User agrees to comply with the obligations envisaged by Clause 3.4.1.8(h)), and to hold the Operating Company harmless pursuant to the provisions of Clause 2.1.1 of the Regasification Code.

Now, therefore, the regasification User and the transportation User hereby give notice that the rule for allocating quantities of gas that will be regasified and redelivered at the Redelivery Point relating to the Delivery Slot with a Scheduled Arrival Window on Gas Day xx/xx/xxxx is as follows:

- PERCENTAGE for a percentage share of [•] %;
- VALUE for a daily quantity of gas of [•] MWh/g;
- RANKING for a maximum quantity of [•] MWh/g and with a ranking of [•]¹.

The regasification User and the transportation User hereby accept that the regasified quantities resulting from the application of the aforementioned allocation rule will be used by the Operating Company to fulfil all its envisaged obligations in respect of Snam Rete Gas S.p.A.

¹ The allocations will be fulfilled starting from those with the lowest ranking (i.e. starting with those with greater priority). In order for the rule to be considered valid, one of the Transportation Service Users indicated for the same Delivery Slot shall act as a compensating subject and, as a result, shall not indicate the maximum limit in the relevant form.

In fulfilment of the obligation of the regasification User under Clause 3.1.7 of the Regasification Code, the transportation User which signed this communication may register on behalf of the regasification User a sale transaction at the Virtual Exchange Point to the extent corresponding to what provided for by the allocation of quantities of regasified gas indicated above, without prejudice to the liability of the regasification User also for the case of transportation User's default. The transportation User authorizes the Operating Company to include the relevant sales transactions in the Virtual Exchange Point on behalf of the transportation User in the event the regasification User would inform the Operating Company pursuant to Clause 3.1.7d) of the Regasification Code that the relevant guarantee under art. 3.1.7 will be released by the latter in substitution for the regasification User.

[Place], [DD/MM/YYYY]

[regasification User]

[transportation User]

The regasification User and the transportation User declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the regasification User and the transportation User declare that they have examined the above terms and conditions and that they are aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2(b) ("*Interruptible Redelivery Service*"), 1.4.1.6 ("*Waiver of Regasification Service*"), 1.4.3 ("*Assignment to Terminal Lenders*"), 2.1.3 ("*Consequences of failure to meet the Service Conditions*"), 3.1.1 ("*Credit Requirements for the Continuous Regasification Service*"), 3.1.3 ("*Variation of the Credit Requirements*"), 3.1.5 ("*Replacement and enforcement of the bank guarantees*"), 3.1.8 ("*Insurance Requirements*"), 3.2.1 ("*No assignment*"), 3.2.3 ("*Release of regasification capacity*"), 3.3.3 ("*User's Changes to Ninety Day Unloading Schedule*"), 3.3.4 ("*Operating Company Changes to Annual Unloading Schedule*"), 3.3.5 and 3.3.6 ("*Charge variance*"), Chapter 3.8 ("*Variations of the Regasification Service*"), 5.2.2.6 ("*Invoicing disputes*"), 5.2.2.7 ("*Late payment*"), 5.3.1.1 ("*The User's liability in respect of the Operating Company*"), 5.3.1.2 ("*Liability for loss of revenue*"), 5.3.1.3 ("*The Operating Company's liability in respect of the User*"), 5.3.1.4 ("*Liability to third party owners of LNG*"), 5.3.1.6 ("*Limitations of Liability*"), 5.3.3.1 ("*Withdrawal by User*"), 5.3.3.3 ("*Waiver of Italian Civil Code rights*"), 5.3.4.4 ("*User's rights and obligations*"), 5.4.2.8 ("*Time limits*").

[Place], [DD/MM/YYYY]

[regasification User]

[transportation User]
