

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

Annex 6: Transfer of LNG between Users form

## **Annex 6: Transfer of LNG between Users form**

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*Sent by certified email or fax*

### **Re: Transfer of LNG between Users**

This form for the transfer of LNG between Terminal Users (“**Transfer**”) is executed on [•] by and between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferring User**”), [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferee User**”) and **OLT Offshore LNG Toscana S.p.A.**, a company incorporated under Italian law, tax registration no. and VAT no. 07197231009, registered in the companies’ register of Milan and having registered office in via Passione 8, 20122 Milan (“**Operating Company**”).

### **Whereas**

- a) The Transferring User and the Transferee User are Users of the Terminal having entered into a Capacity Agreement with the Operating Company and having been awarded regasification capacity following one of the relevant allocation processes.
- b) This Transfer does not exempt the Transferring User and the Transferee User from any obligations or liability arising in the context of their respective Capacity Agreements prior to the execution of this transfer form. In particular, the Transfer does not modify the obligations and the liability of the Transferring User and the Transferee User envisaged by Clause 3.4.1.4 of the Regasification Code (where applicable).
- c) This Transfer does not assign third-party rights in relation to the Transfer itself.
- d) The Transfer will be valid if sent to the Operating Company by the deadline envisaged by Clause 3.5.2c) of the Regasification Code unless otherwise notified by the Operating Company itself.

**Now, therefore**, the Transferring User and the Transferee User agree as follows:

#### **1. Subject matter and effectiveness of the Transfer**

- 1.1. This transfer form regards the transfer by the Transferring User to the Transferee User of a quantity of LNG pursuant to Clause 3.5.2c) of the Regasification Code and, as a result, the Operating Company’s making available and the Transferee User’s acquisition of such quantity of LNG.

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- 1.2. The quantity of LNG referred to in this Transfer will be expressed in MWh rounded off to three decimal places.
- 1.3. The Transfer will take effect as of 06:00 hours on the Gas Day indicated in the table contained in the subsequent article 2.1 and will modify the Inventory of the interested Users.

**2. LNG Transfer Request**

2.1. The Transferring User and the Transferee User request permission to transfer a quantity of LNG as stated below:

<b>Gas Day on which Transfer takes effect [DD/MM/YYYY]</b>	<b>Quantity to be Transferred [MWh]</b>	<b>Transferring User</b>	<b>Transferee User</b>

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee 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: 1.4.1.2b) (*“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 financial 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 and to Ninety Day 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*

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*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]

**[Transferring User]**

**[Transferee User]**

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