

Annex 3A: Regasification Capacity Exchange form

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Re: Form for Exchange of regasification capacity between Users

This form for the exchange of regasification capacity (“**Exchange**”) is executed on [•] between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**User no. 1**”) and [], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**User no. 2**”) and, collectively, “**Users of the Exchange**”.

Whereas

- a) The Users of the Exchange intend to exchange their regasification capacity pursuant to Clause 3.2.4 of the Regasification Code.
- b) The Users of the Exchange will take over all the rights and obligations arising from the relevant Capacity Agreements.
- c) The Users of the Exchange will retain all their rights and obligations in respect of the Operating Company under the Capacity Agreement, including the obligation to pay the Charges for the non-exchanged regasification capacity.
- d) The effectiveness of the Exchange is subject to the express acceptance of the Operating Company pursuant to Clause 3.2.4.2b) of the Regasification Code.

Now, therefore, the Users of the Exchange agree as follows:

1. Subject matter and effectiveness of the Exchange

1.1. This agreement regards the Exchange of regasification capacity pursuant to Clause 3.2.4 of the Regasification Code and the resulting re-allocation by the Operating Company of the regasification capacity (expressed in m3liq/year) or of the relevant Delivery Slots and/or Monthly Slots required to access the Regasification Service.

1.2. The Users of the Exchange intend to take over the benefits, interests, liability and obligations envisaged by Clause 3.2.4.3 of the Regasification Code in relation to the regasification capacity envisaged by this Exchange and stated in the subsequent article 2.1.

2. Regasification capacity

2.1. The Users of the Exchange request permission to exchange regasification capacity as indicated above:

Regasification capacity to be exchanged					
	Gas Year [yyyy/yyyy]	Relevant Month and Year [mm/yyyy] ⁽¹⁾	Sequential Number of the Delivery Slot or of the Monthly Slot [number] ⁽¹⁾	Arrival Window for the Delivery Slot [dd/mm/yyyy] ⁽¹⁾	Regasification capacity allocated and subscribed [m ³ _{liq} /year]
User no. 1					
User no. 2					

⁽¹⁾ only complete in the case of a transfer of Delivery Slot or Monthly Slot

Regasification capacity as resulting from the exchange					
	Gas Year [yyyy/yyyy]	Relevant Month and Year [mm/yyyy] ⁽¹⁾	Sequential Number of the Delivery Slot or of the Monthly Slot [number] ⁽¹⁾	Arrival Window for the Delivery Slot [dd/mm/yyyy] ⁽¹⁾	Regasification capacity allocated and subscribed [m ³ _{liq} /year]
User no. 1					
User no. 2					

⁽¹⁾ only complete in the case of a transfer of Delivery Slot or Monthly Slot

[Place], [DD/MM/YYYY]

[User no. 1]

[User no. 2]

The Users of the Exchange 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 Users of the Exchange 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 or Small Scale*”).

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 and Loading Schedule*”), 3.3.4 (“*Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading 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 and Small Scale 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*”), 5.3.6.1 (“*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 and Small Scale User’s rights and obligations*”), 5.4.2.8 (“*Time limits*”).

[User no. 1]

[User no. 2]

As a sign of acceptance

[Place], [DD/MM/YYYY]

OLT Offshore LNG Toscana S.p.A.

Attachment: photocopy of the signatories’ identity document