

**Annex 3: Regasification Capacity Exchange form**

**Annex 3: Regasification Capacity Transfer form**

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*Sent by certified email or fax*

**Re: Transfer of regasification capacity**

This form for the transfer of regasification capacity (“**Transfer**”) is executed on [•] between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferring User**”) and [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferee**”).

**Whereas**

- a) The Transferring User intends to transfer regasification capacity to the Transferee.
- b) The Transferee will have the rights and obligations of a User as envisaged in the relevant Capacity Agreements.
- c) The Transferee has already entered into a Capacity Agreement with the Operating Company and has submitted the financial guarantees envisaged by Chapter 3.1 in relation to the regasification capacity for which it intends to become the transferee.
- d) This Transfer does not exempt the Transferring User from any obligations and liability under its Capacity Agreement accruing prior to the effective date of this Transfer.
- e) The effectiveness of this Transfer is subject to acceptance by the Operating Company, pursuant to the provisions of Clause 3.2.2.1b) of the Regasification Code.

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

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

- 1.1. This form regards the transfer of regasification capacity from the Transferring User to the Transferee pursuant to Clause 3.2.2 of the Regasification Code and, as a result, the Operating Company’s making available and the Transferee’s acquisition of the regasification capacity (expressed in m<sup>3</sup><sub>liq</sub>/year) or of the relevant Delivery Slots and/or Monthly Slots required to access the Regasification Service during the period of validity of the Transferee’s Capacity Agreement.

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1.2. The Transferring User will transfer to the Transferee and the Transferee will take over the benefits, interests, liability and obligations envisaged by Clause 3.2.2.2 of the Regasification Code in relation to the regasification capacity envisaged by this Transfer and stated in the subsequent article 2.1.

**2. Regasification capacity**

2.1. The Transferring User and the Transferee request permission to transfer regasification capacity as indicated below:

<b>Gas Year [yyyy/yyyy]</b>	<b>Relevant Month and Year [mm/yyyy]</b>	<b>Sequential Number of the Delivery Slot or of the Monthly Slot [number] <sup>(1)</sup></b>	<b>Scheduled Arrival Window for the Delivery Slot [DD/MM/YYYY] <sup>(1)</sup></b>	<b>Regasification capacity allocated and subscribed [m<sup>3</sup><sub>liq</sub>/year]</b>	<b>Transferring User</b>	<b>Transferee</b>

<sup>(1)</sup> only complete in the case of a transfer of Delivery Slot or Monthly Slot

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee]**

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The Transferring User and the Transferee 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 Transferring User and the Transferee 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 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

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*(“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 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”), 5.3.1.6 (“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 and Small Scale User’s rights and obligations”), 5.4.2.8 (“Time limits”).*

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee]**

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As a sign of acceptance

[Place], [DD/MM/YYYY]

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

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*Attachment: photocopy of the signatories’ identity documents*