

## Annex 5: Regasified Quantities Allocation Rule form

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
[oltcommercial@legalmail.it](mailto:oltcommercial@legalmail.it)  
[commercial@oltoffshore.it](mailto: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 (as defined in the Regasification Code) 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, and to hold the Operating Company harmless pursuant to the provisions of Clause 2.1.1 of the Regasification Code;
- c) The transport User intends to receive the quantities of Gas that will be redelivered as a result of the Regasification Service envisaged by the agreement between the regasification User and the Operating Company.

Now, therefore, the regasification User and the transportation User hereby give notice that the quantities of gas that will be regasified in relation to the regasification capacity which has been awarded to the User will be redelivered at the Redelivery Point or at the Virtual Exchange Point to the transportation service User.

The transportation User accepts that the quantities redelivered on a daily basis are those communicated by the regasification User according to the procedures envisaged by the Regasification Code and authorises the Operating Company to perform transactions at the Virtual Exchange Point on its behalf pursuant to Clause 3.1.7 of the Regasification Code. The regasification User and the transportation User

hereby accept that the regasified quantities will be used by the Operating Company to fulfil all its envisaged obligations in respect of Snam Rete Gas S.p.A.

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, without prejudice to the liability of the regasification User also for the case of transportation User's default.

The transportation User accepts the Regasification Code, the relevant parts of which will apply to it, and hereby 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]**

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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 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 and the Small Case 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]

**[regasification User]**

**[transportation User]**

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