

**Annex 6BS: Form for the transfer of LNG to Small Scale Users at the flange**

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*Sent by certified email or fax*

**Re: Transfer of LNG to Small Scale Users at the flange**

This form for the transfer of LNG to Small Scale 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 is a User 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 in the Month of [•] of the Year [•] (or is the holder of Extended Storage in the Month of [•] of the Year [•]).
- b) The Transferee User is a Small Scale User having entered into a Small Scale Agreement with the Operating Company and having been awarded Small Scale Slots in the same Month of the same Year following the relevant allocation processes (or not after the deadline for the termination of the Extended Storage Service provided to the Transferee User in relation to the quantities of LNG referred to in this transfer).
- c) This Transfer does not exonerate the Transferring User and the Transferee User from their obligations or liability under their respective Capacity Agreements or Small Scale Agreements before this transfer form has been notified to the Operating Company pursuant to Clause 3.6.6. In particular, the Transfer does not amend the obligations and liability of the Transferring User and the Transferee User envisaged by Clause 3.4.1.4 of the Regasification Code (if applicable).

d) This Transfer does not assign rights to third parties in relation to the Transfer 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 3.6.6.2 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 so that the latter may be used by the Transferee User for the Small Scale Service.
- 1.2. The quantity of LNG referred to in this Transfer will be expressed in liquid m<sup>3</sup>. The Transferring User acknowledges and accepts that, once the LNG referred to in this transfer has been delivered to the Transferee User, the Operating Company will deduct from the Transferring User's quantities of LNG the corresponding quantity of LNG expressed in MWh as stated in the loading report available after the delivery of LNG to the Transferee User. The Transferring User and the Transferee User declare that they are aware, and, as a result, will hold the Operating Company harmless, that the quantity of LNG intended for loading will be withdrawn by the Operating Company from the quantities present in the tanks of the Terminal at the time of loading and that, therefore, the quality of the LNG involved in the Small Scale Service may be different from the LNG that is actually Unloaded.
- 1.3. As a result of the notification of this transfer form to the Operating Company and provided that it is duly completed, signed and notified to the Operating Company in accordance with Clause 3.6.6.2, the Transferee User will be entitled to load the quantities of LNG referred to in the transfer in the context of the Small Scale Slot of which it is the holder.
- 1.4. The ownership of the LNG referred to in this transfer will only be transferred to the Transferee User at the moment at which and provided that the Transferee User has loaded the quantities of LNG referred to in this transfer on to the Small Scale Carrier in the context of the Small Scale Slots of which it is the holder, it being understood that if it fails to load such quantities of LNG, they will remain under the ownership of the Transferring User as if this notice had not been sent and the relevant transfer will have no effect.
- 1.5. In the event that the notification of this transfer form to the Operating Company cannot produce effects due to the breach of the deadline for notification envisaged by the Regasification Code, because it is incomplete, because it is incorrect or for any other reason, the Operating Company will be entitled to consider it automatically ineffective and as if it had never been notified, subject only to the Operating Company's obligation to promptly inform the Transferring User and the Transferee User.
- 1.6. In any case, the effectiveness of this transfer, and the Operating Company's associated obligation to load the relevant quantities of LNG on to the Small Scale Carrier, are subject to the Transferring User effectively having GNL at its disposal at the time when the Transferee User loads the LNG in the context of the Small Scale Service.

## **2. LNG Transfer Request**

2.1. The Transferring User and the Transferee User inform the Operating Company of the intention to transfer the ownership and, therefore, to carry out the transfer by the Transferring User to the Transferee User of the quantities of LNG stated below:

<b>Quantity to be transferred [m<sup>3</sup><sub>liq</sub>]</b>	<b>Transferring User</b>	<b>Transferee User</b>

### 3. Obligations associated with the transfer of LNG

3.1. The Transferee User acknowledges that it is required to load the LNG referred to in this transfer in accordance with the timing and procedures envisaged by the Regasification Code and the Small Scale Agreement. In the event that the Transferee User fails to load the LNG referred to in this transfer in the context of the Small Scale Service, the LNG to be transferred will remain under the ownership of the Transferee User and the Operating Company will regasify the relevant quantity of LNG in accordance with the provisions of the Regasification Code, by using the transport capacity booked on the National Transmission System on behalf of the Transferring User.

3.2 If the Transferring User has not yet Unloaded the quantity of LNG referred to in the transfer at the Terminal for the benefit of the Transferee User, in the case in which the Transferring User has failed to Unload, the latter will be required to indemnify the other Users of the Terminal that have been affected by the transfer, by in particular ensuring that the quantities of LNG corresponding to the LNG referred to in this transfer are delivered to them, to such end authorising the Operating Company to issue at its own expense the necessary sales transactions at the Virtual Exchange Point in favour of them.

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee 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: 1.4.1.2.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 and Small Scale 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 Users’s rights and obligations”*), 5.4.2.8 (*“Time limits”*).

Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee User]**

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