To:

**Terminale GNL Adriatico S.r.l.**

Via Santa Radegonda 8

20121 – Milano

(the “**Operating Company**”)

**Re.: Capacity Agreement dated MONTH DDth, YEAR** (“**Capacity Agreement**”) **– Unloading slot Month DAY (H pm CET) – DAY (H am CET), YEAR** (“**Unloading Slot**”)

With reference to the Capacity Agreement incorporated by reference herein as if fully set forth herein and the Unloading Slot, COMPANY NAME (“**Company Name**” or “**User**”), in its capacity as User under the Regasification Code (as defined below), hereby agrees with the Operating Company the terms and conditions of the Supplementary Slot Service (as defined below) as set forth in this letter (“**Letter**”).

**Background**

* Unloading Slots size do not always match with LNG Tankers availability on the LNG market, therefore in order to optimize their use the Operating Company offers the Supplementary Slot Service (as defined below);
* according to the Regasification Code as approved by the Regulatory Authority for Energy, Networks and Environment (“**ARERA**”) on 12 May 2011 with resolution ARG/gas 57/11 pursuant to Article 24 paragraph 5 of Legislative Decree no. 164 of 23 May 2000 as amended from time to time (the “**Regasification Code**”), and in order to optimize the utilization of the Unloading Slot and allocated regasification capacity associated (i.e: XXX,000 lcm), COMPANY NAME on [DD/MM/YYYY] submitted to the Operating Company a request for Supplementary Slot Service requesting to provide the overall LNG volume to be unloaded by means of two consecutive LNG Tankers into two consecutive unloading slots (i.e. first unloading equal to XXX,000 lcm, and second unloading equal to XXX,000 lcm) rather than by mean of a single LNG Tanker during the Unloading Slot;
* the Operating Company has confirmed its availability in providing such service for the Unloading Slot (the “**Supplementary Slot Service**”), subject to certain conditions set forth in this Letter and that the User must comply with; and
* the Operating Company has carefully illustrated to COMPANY NAME, which has duly considered and agreed on, the logistical and operative conditions, requirements and additional obligations of the Supplementary Slot Service according to the provisions of the Regasification Code and this Letter provided below.

**Now, therefore**, in consideration of the above recitals (which constitute an integral part hereof) COMPANY NAME and the Operating Company hereby acknowledge and agree the following:

1. Except where expressly defined otherwise, the capitalized terms used in this Letter shall have the meaning ascribed to them in the Capacity Agreement and in the Regassification Code.
2. Within the duration of the Unloading Slot, COMPANY NAME, in order to avail of the Supplementary Slot Service, shall procure two LNG Tankers to arrive, berth, unload and leave the berth for an aggregate LNG volume according to the one stated in the request for Supplementary Slot Service, such LNG volume divided as follows:
	1. First LNG Tanker: XXX,000 lcm (Name of the tanker) within the slot dd/mm/yyyy – dd/mm/yyyy
	2. Second LNG Tanker: XXX,000 lcm (Name of the tanker) within the slot dd/mm/yyyy- dd/mm/yyyy
3. COMPANY NAME shall procure that each LNG Tanker shall arrive, be ready to berth at the Terminal and to Unload, and issue its Notice of Readiness within the assigned Scheduled Arrival Range, namely:
	1. first LNG Tanker’s Scheduled Arrival Range: XX:XX hours starting from Month Dth, YYYY – h pm CET;
	2. second LNG Tanker’s Scheduled Arrival Range: XX:XX hours starting from Month Dth, YYYY – h pm CET.

Until the User issues the Departure Notice, the ETA for each of the LNG Tankers will be deemed to be XXX hours after the start of the relevant Scheduled Arrival Range. The User shall give, or cause the Shipowner or the master of the LNG Tankers to give to the Operating Company, by way of fax, or e-mail, a notice of any change in such ETA is expected, as soon as reasonably practicable.

COMPANY NAME is aware and expressly agrees that: **(i)** to allow the accommodation of each of the two LNG Tankers within its Unloading Slot, the maximum duration of each Scheduled Arrival Range must be equal to XX:XX hours, with a technical time interval ranging from 6 to 8 hours between first LNG Tanker unberthing and second LNG Tanker berthing is required for loading arms defrosting; **(ii)** the actual starting of the Scheduled Arrival Range for the second LNG Tanker may be postponed as a consequence of any delay related to the first LNG Tanker, its arrival, berthing, unloading or departure, and under no circumstance shall the Operating Company be considered liable for such delay, including Second LNG Tanker’s Demurrages if any.

1. The User shall be liable to pay to the Operating Company the *Cqs* Charge according to the Capacity Agreement and the Regasification Code and for the Supplementary Slot Service provided by the Operating Company, the User shall pay to the Operating Company the Supplementary Slot Service fee (*CSSlot)* according to article III.8.1 of the Regasification Code and as published on the Electronic Communication System. The User shall correspond, in addition to the *CSSlot*, the Maritime Charges (according to par. III. Art. 8.7 of the Regasification Code) for each of the berths covered by the Supplementary Slot Service, as published on the Electronic Communication System.
2. COMPANY NAME shall indemnify and hold the Operating Company harmless in respect of any costs, losses, damages, claims and/or expenses of any kind (such as, but not limited to, Demurrages) incurred by the Operating Company related or deriving from any breach of COMPANY NAME ’s obligations under this Letter.
3. Unless expressly amended by this Letter in connection with the provision of the Supplementary Slot Service, the Capacity Agreement terms and conditions shall continue to apply, as well as the one of the Regasification Code to which the Capacity Agreement makes reference (e.g. *Cqs* Charge, delay penalties according to articles IV. 3.4 and IV. 3.6 of the Regasification Code, etc.). In addition to the above, according to this Letter and in connection with the provision of the Supplementary Slot Service, in the event of Notice of Readiness sent by the User after the Scheduled Arrival Range and consequent delay in the operation of Unloading, the User shall pay to the Operating Company an additional penalty for each hour of delay equal to 3250 $/h.
4. The Supplementary Slot service has not to be considered interruptible. Once Parties have subscribed this Letter, each of the slots defined from the initial slot, will be deem as any other slots and the Operating Company arranges the scheduling accordingly, as set forth in articles II.3.3; II.3.5; II.3.6; III.6.1; III.7 as the case may be.
5. This Letter shall be governed by, and construed in accordance with, the laws of the Republic of Italy, in the event of any dispute concerning the validity/enforceability of this Letter and/or the Supplementary Slot Service the venue indicated in the Capacity Agreement shall have exclusive jurisdiction.

[PLACE AND DATE]

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COMPANY NAME

For acceptance:

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Terminale GNL Adriatico S.r.l.