

AGREEMENT FOR THE SUBLETTING OF NATURAL GAS TRANSMISSION CAPACITY

between

ENI S.p.A.

an Italian Company whose registered office
is in Roma - Piazzale Enrico Mattei, 1
(hereinafter referred to as "ENI")

and

[Company name]
[Address]

(hereinafter referred to as "SHIPPER")

[n. 201800x]

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Whereas:

1. The SHIPPER may have Natural Gas available at the Intake Point and in such case intends to have this Gas transported through the **South Med Pipeline System**;
2. ENI has committed transmission capacities on the **South Med Pipeline System** and is available to sublet certain transmission capacity from the Intake Point to the Offtake Point to SHIPPER in accordance with the terms and conditions of this Contract;
3. The SHIPPER has been assigned part of said ENI's committed transmission capacities in the Auction Procedure and is willing to have its Gas transported through it from the Intake Point to the Offtake Point;
4. The Parties intend to set forth the basic terms and conditions for the use of the transmission capacity sublet by ENI to the SHIPPER in order to have SHIPPER's Natural Gas quantities transmitted from the Intake Point to the Offtake Point.

Now, therefore, it is agreed by the Parties hereto as follows:

Article 1
Definitions

The following words and terms, when used in this Contract, shall have the meaning as follows:

Acheteur shall have the meaning defined in Article 1 of the Procédure de Partage.

Auction Procedure shall mean the Auction Procedure South Med Auction for Subletting Products published on ENI web site on 20/03/2018.

Bar shall mean a pressure of 100.000 Pa.

Bid Bond shall mean the security provided by the SHIPPER, as set forth in Article 5 of the Auction Procedure.

BTU shall mean British Thermal Unit equivalent to 1055,06 Joule(s).

Business Day shall mean any day, but not a Saturday, Sunday or a holiday in Italy.

Contract shall mean this agreement, including the Preamble and Annexes A, B, C, D, E, and F, which constitute an integral part of it.

Contractual cubic meter (Cm³) or **Ccm** shall mean the quantity of natural gas which, when absolutely dry, at a temperature of 15° C and at an absolute pressure of 1 Bar, occupies the volume of one cubic meter.

Day shall mean the period of twenty-four consecutive hours beginning at 08:00 a.m. (Greenwich meridian) on each calendar day and ending at 08:00 a.m. (Greenwich meridian) on the following calendar day.

Downstream Shipper code shall mean the code to which Natural Gas is re-delivered, from an operational point of view, at Mazara del Vallo.

End Date shall mean the End Date of the Subletting Service, as defined in Article 7.

Existing Procédure de Partage shall mean the "Procédure de Partage du gaz sur Gazoduc Transtunisien", contracted by the Tunisian State, TTPC and the users of the TTPC Pipeline System (including Eni) on 24th September 2008, as amended from time to time.

Fee shall mean the fee as referred to in Article 9.1.

Fuel Gas shall mean the SHIPPER's quota, as set forth in Article 5, of the quantities of Natural Gas consumed by the compressor stations of the TTPC Pipeline System.

Gross Calorific Value (GCV) shall mean the quantity of heat expressed in MJ produced by the complete combustion of one Standard Cubic Meter (Sm³) of Natural Gas at a temperature of fifteen degree Celsius and at an absolute pressure of 1,01325 Bar with excess air at the same temperature and pressure as the natural Gas when the products of combustion are cooled to the initial temperature of the Gas and when the water formed by the combustion is condensed to the liquid state to the initial temperature of Gas.

Intake Point shall mean the **Entry Oued Saf-Saf**.

Entry Oued Saf-Saf shall mean the entry point into the TTPC Pipeline System on the Algerian/Tunisian border in the area of Oued Saf-Saf.

Joule (J) shall mean the quantity of heat as defined in ISO 1000 S.I. units and recommendations for the use of their multiples and of certain other correlated units.

Manuale Operativo shall mean the document issued and to be made available by the Operator concerning the operational aspects related to the transportation services made available by the Operator.

Megajoule (MJ) shall mean one million joules.

Month shall mean the period beginning at 08:00 a.m. (Greenwich meridian) on the first day of any calendar month and ending at 08:00 a.m. (Greenwich meridian) on the first day of the following calendar month.

Natural Gas or Gas shall mean any hydrocarbon or mixture of hydrocarbons and non-combustible gases formed mainly by natural gas which, when extracted from the subsoil of the earth in its natural state separately or together with liquid hydrocarbons, is in the gaseous state.

Offtake Point shall mean the connection between the **TMPC Pipeline System** and the downstream gas transportation system of Snam Rete Gas, at the Italian border near Mazara del Vallo, where Natural Gas is transported and redelivered to the SHIPPER and it is off-taken by the SHIPPER.

Operator shall mean **TTPC**.

Party or Parties shall mean ENI or the SHIPPER, individually or collectively.

Pipeline Non Accounted Gas shall mean, the SHIPPER's quota, as set forth in Article 5, of the differences (if any) between the total quantities of Natural Gas delivered into the Pipeline and the total quantities of Natural Gas off-taken from the Pipeline (including Fuel Gas), due to all losses, measurement differences and difference of the energetic content of Gas in the Pipeline at a certain moment in time. Such differences shall be determined according to the Procédure de Partage.

Primary Bank shall mean a bank with rating Standard and Poor's Corporation not under "BBB-" or Moody's Investors Service Inc. not under "Baa3" or Fitch Ratings, Inc./Ltd. not under "BBB-".

Procédure de Partage shall mean the "Procédure de Partage du gaz sur Gazoduc Transtunisien", contracted by the Tunisian State, TTPC and the users of the TTPC Pipeline System, as amended from time to time.

Protocole d'Accord shall have the meaning defined in Article 1 of the Procédure de Partage.

Reasonable and Prudent Operator is used to describe the standard of care to be exercised by a Party in performing its obligations hereunder, the degree of diligence, prudence and foresight reasonably and ordinarily exercised by experienced operators engaged in the same type of business under the same or similar circumstances and conditions having due consideration to the interests of the other Party.

Snam Rete Gas shall mean the company that performs activities of Natural Gas transportation downstream the Offtake Point.

SOTUGAT shall mean Société Tunisienne du Gazoduc Transtunisien, based in Boulevard du 7 Novembre, Centre Urbain Nord - 1082 Tunisi, Tunisia, owner of the plants, pipelines and auxiliary services belonging to the TTPC Pipeline System.

South Med Pipeline System or Pipeline shall mean jointly the TTPC Pipeline System and the TMPC Pipeline System.

Standard Cubic Meter (Sm³) shall mean the quantity of natural Gas which, when absolutely dry, at a temperature of 15° C and at an absolute pressure of 1,01325 Bar, occupies the volume of one cubic meter.

Start Up Date shall mean the Start-up Date of the Subletting Service, as defined in Article 7.

STEG shall mean Société Tunisienne de l'Electricité et du Gaz, based in Tunisi, 38 Rue Kémal Ataturk.

Sublet Daily Flow Rate shall mean the maximum daily flow rate (expressed in Cm³/d) sublet for the transportation from the Intake Point to the Offtake Point as set forth in Article 4 and possibly reduced in case of interruption and/or reduction of ENI's transmission capacity as per Article 8.

Subletting Service shall mean the service object of this Contract, as defined in Article 2.1.

TMPC shall mean Transmediterranean Pipeline Company Limited, based in Elizabeth House, 9 Castle Street, St. Helier - JE1 1BG Jersey, Channel Islands, owner of the plants, pipelines and auxiliary services belonging to the TMPC Pipeline System.

TMPC Pipeline System shall mean the gas transmission system, including compressor stations and all ancillary facilities along the line, running from the interconnection point with the TTPC Pipeline System in the area of Cap Bon, crossing the Mediterranean Sea and ending at a point in the area of Mazara del Vallo.

TTPC shall mean Trans Tunisian Pipeline Company S.p.A. based in San Donato M.se, Piazza Ezio Vanoni, 1, exclusive owner of the transportation rights on the TTPC Pipeline System and performing activities of Natural Gas transportation on the South Med Pipeline System.

TTPC Pipeline System shall mean the gas transmission system, including compressor stations and all ancillary facilities along the line, running from the Algerian-Tunisian border in the area of Oued Saf-Saf, crossing Tunisia and ending at a point in the area of Cap Bon.

Tunisian Fiscal Offtake shall mean the amount as referred to in Article 5.

Upstream Shipper codes shall mean the codes by means of which the SHIPPER delivers Natural Gas at the Intake Point.

Week shall mean the period of seven (7) Days beginning at 08:00 a.m. (Greenwich meridian) on a Sunday and ending at 08:00 a.m. (Greenwich meridian) on the following Sunday.

In this Contract references to time are references to the Central European Time (CET), unless otherwise specifically specified.

For all the other units of measure, the definitions contained in ISO 1000:1981 and in the International System shall be used.

For the avoidance of doubt, comma is used as separator of decimal places of the figures of this document.

Article 2 Object of the contract

1. This Contract contains the provisions regarding the right, for the SHIPPER to activate the delivery of Natural Gas by the SHIPPER at the Intake Point and its redelivery to the SHIPPER at the Offtake Point using the Sublet Daily Flow Rate as per Article 4 below ("**Subletting Service**"), under the terms and conditions set forth in this Contract.
2. The redelivery obligation, set forth herein, has not to be construed as an obligation to redeliver the same Gas delivered by the SHIPPER, but as an obligation to redeliver an equivalent (in terms of energy) quantity of Gas, as specified hereunder.

Article 3

**Subletting Obligations, Overrun and
Conditions for the activation of the Subletting Service**

1. In accordance with and subject to the terms and conditions of this Contract, from the Start-Up Date and throughout the term of this Contract ENI shall procure that the Operator simultaneously redeliver to the SHIPPER at the Offtake Point, using the Sublet Daily Flow Rate as per Article 4 below, an amount of energy, on a GCV basis, equal to the energy contained in the quantities of Natural Gas that the SHIPPER will deliver and make available at the Intake Point diminished by Fuel Gas, Pipeline Non Accounted Gas and Tunisian Fiscal Offtake (if any), as set forth in Article 5 below.
2. In no cases ENI will be obliged to procure that the Operator will redeliver to the SHIPPER at the Offtake Point a total quantity of energy higher than the quantity simultaneously delivered by the SHIPPER at the Intake Point diminished by Fuel Gas, Pipeline Non Accounted Gas and Tunisian Fiscal Offtake (if any), according to the principles referred to in Article 3.1 above.
3. Starting from the Start Up Date and throughout the term of this Contract the Gas delivered by the SHIPPER at the Intake Point shall be off-taken provided said Gas has the quality and pressure specified in Article 6 below and further provided that the daily flow rate shall not exceed the Sublet Daily Flow Rate. In the event that the Sublet Daily Flow Rate is exceeded, there shall be no obligation to take delivery of Gas.
4. The Gas will be redelivered to the SHIPPER at the Offtake Point and the SHIPPER shall take delivery of said Gas, in accordance with Article 5 hereunder.
5. The SHIPPER shall in any event off-take the quantities of Gas redelivered to it at the Offtake Point. Should the SHIPPER, for whatever reason not attributable to default of ENI, not off-take all Gas redelivered to it at the Offtake Point pursuant to Article 3.1, ENI, without prejudice to any other rights, shall simultaneously be released from the obligation to let Gas be delivered at the Intake Point pursuant to Article 3.1, while the SHIPPER shall not be released from its obligation to pay pursuant to this Contract.
6. Conditions for the activation of the Subletting Service

The SHIPPER is entitled to activate the Subletting Service only after the SHIPPER has transmitted to ENI right and proper documentation and/or act, that is required by the Operator, including but not limited to the followings listed herein below for illustrative purposes:

- the acquisition by the SHIPPER of the Tunisian State approval regarding 1) the fiscal arrangements (included but not limited to the amount to be off-taken by the Operator in such respect, if any, on behalf of the Tunisian State) to which the SHIPPER is subject in relation to this Contract and 2) any other authorization or documentation required in relation thereto (including but not limited to the authorization to transit along the Tunisian territory);
- SHIPPER's adhesion to and signature of the "*Protocole d'Accord*" regarding the allocation of the total measured quantity of gas at the measurement station owned by SONATRACH and located in Algeria, very near to the Algerian-Tunisian border, to be entered into by SONATRACH and all buyers of Algerian gas delivered or to be made delivered for transportation on the TTPC Pipeline System.

The above mentioned documentation shall be forwarded by ENI to the Operator for the following purposes: i) give access to the SHIPPER to the "Manuale Operativo", and ii) include the SHIPPER as Acheteur in the Procédure de Partage. ENI shall cooperate in good faith for the inclusion of the SHIPPER as "Acheteur" in the Procédure de Partage.

The SHIPPER shall carry out the activities related to the above requirements in good faith and without undue delay.

For avoidance of doubts SHIPPER shall be fully responsible for obtaining, without exception, any and all requirements for the activation of the Subletting Service and in case of failure of the Shipper to obtain such requirements ENI, without prejudice to any other rights, shall be released from its obligation to procure the Subletting Service, while the SHIPPER shall not be released from its payment obligations in accordance with this Contract.

7. In any event the SHIPPER shall indemnify and hold harmless ENI from and against any losses, damages and costs charged to ENI by the relevant transmission system operator or claimed by other shippers on the Pipeline due to an overrun by the SHIPPER of the Sublet Daily Flow Rate.

Article 4
Quantities

1. Starting from the Start Up Date and throughout the term of this Contract the Sublet Daily Flow Rate of the SHIPPER will be equal to:

$$Q = [\dots\dots\dots] \text{ Cm}^3/\text{Day} \text{ (to be inserted in accordance with the result of the Auction Procedure.)}$$

The delivery, redelivery and respective off-take obligations pursuant to this Contract shall apply to the relevant Party assuming an even flow rate during the Day.

Article 5
Determination of the Quantities

1. The Daily and Monthly quantity of Gas delivered by the SHIPPER at the Intake Point shall be determined according to the "Protocole d'Accord" regarding the allocation of the total measured quantity of Gas at the measurement station owned by SONATRACH and located in Algeria, very near to the Algerian - Tunisian border, to be entered into by SONATRACH and all buyers of Algerian gas delivered or to be made delivered at the Intake Point for transportation on the TTPC Pipeline System.
2. The following rules shall be applied according to the Procédure de Partage as amended from time to time and reported herein below for illustrative purposes: .
 - a) The Daily and Monthly quantity of Gas redelivered to the SHIPPER at the Offtake Point shall be the quantity resulting from the allocation procedure set out in the Procédure de Partage of the total measured quantity of Gas at the measurement station owned by Snam Rete Gas and located in Italy, near Mazara del Vallo. In case of accidental ("accidentali") events implying gas losses on the TMPC Pipeline System, the Operator shall calculate said gas losses in collaboration with the operator of the TMPC Pipeline System. For the purpose of the quantity of Gas redelivered to the SHIPPER at the Offtake Point, said gas losses shall be added up to the quantity measured at the measurement station owned by Snam Rete Gas referred to hereabove. In particular, the Daily quantity of Gas redelivered to the Shipper at the Offtake Point shall be calculated according to Article 12 of the Procédure de Partage.
 - b) The SHIPPER shall make available to the Operator, without any expense or cost of any kind for ENI, the following quantities of Gas that shall be deducted from the quantities to be redelivered at the Offtake Point:
 - A. Fuel Gas; such amount shall be calculated (as for every user of the TTPC Pipeline System) pro rata on the basis of the ratio between the quantity of Gas used at the compressor stations of the TTPC Pipeline System for the SHIPPER pursuant to this Contract and the total quantity of Gas used at said compressor stations, according to Article 10 of the Procédure de Partage;
 - B. Pipeline Non Accounted Gas; such amount shall be calculated pro rata on the basis of the quantities of Gas effectively transported for each user of the Pipeline, according to Article 11 of the Procédure de Partage and including any gas loss on the TMPC Pipeline System;
 - C. Tunisian Fiscal Offtake (if any); such amount (if any) corresponds to the quantity calculated according to Article 8 of the Procédure de Partage required by the Tunisian State (or any other entity designated by it in such respect) for physical settlement pursuant to the fiscal arrangements entered into with the SHIPPER and to be off-taken by the Operator (on behalf of the Tunisian State or any other entity designated by it in such respect). In this respect any invoicing (if any) or formality shall be dealt with directly between the SHIPPER and the Tunisian State (or any other entity designated by it in such respect); ENI shall not bear any responsibility whatsoever in such respect.

The SHIPPER acknowledges and agrees that it undertakes to comply with the "Procédure de Partage" governed by Tunisian law which, in the understanding of the Parties, will be substantially in line with the document annexed to this agreement at Annex F. In particular SHIPPER acknowledges and agrees that:

- i) the above quantities shall be determined by the Operator applying the algorithms contained into the Procédure de Partage;
 - ii) the document annexed to this agreement at Annex F is for information purposes and is based on the principles contained in the existing Procédure de Partage;
 - iii) as the calculations of the Procédure de Partage are driven, inter alia, by i) the algorithms contained therein and ii) the nomination pattern of the quantity of Gas to be transported adopted by the SHIPPER, the results of said calculations shall be accepted by the SHIPPER in any case and only the SHIPPER shall be fully responsible and liable for any consequences deriving from such attributed quantities of Gas. For example, but without any limitation to other possible cases, if the SHIPPER nominates the quantity of Gas to be transported only on some Days of a Month, nominating zero (0) on some other Days of the same Month, the SHIPPER will be likely allocated negative quantities of Gas at the Offtake Point.
3. The Daily and Monthly quantities of Natural Gas expressed in Cm³ and MMBTU, delivered by the SHIPPER at the Intake Point and redelivered to the SHIPPER at the Offtake Point, during each given Day shall be stated in the following documents, duly published in the relevant private area of the Operator IT Platform or transmitted to the SHIPPER via e-mail:
- "Bilan Mensuel" and "Fiche de Calcul"
 - "Rapport Mensuel"
- The publication of the above mentioned reports will be performed according to the "Manuale Operativo" to be made available to the SHIPPER by the Operator.

Article 6

Quality and pressure of Gas

1. The quality and pressure of the Gas delivered by the SHIPPER at the Intake Point shall be in accordance with the specifications set out in Annex A hereof. The quality and pressure of the Gas redelivered to the SHIPPER at the Offtake Point shall be in accordance with the specifications set out in Annex B hereof.
2. The quality and the pressure of the Gas delivered by the SHIPPER at the Intake Point shall result from the analysis performed at the measurement station owned by SONATRACH and located in Algeria, close to the Algerian - Tunisian border. The quality and the pressure of the Gas redelivered to the SHIPPER at the Offtake Point shall result from the analysis performed at the measurement station owned by Snam Rete Gas and located near Mazara del Vallo.
3. The Parties agree that the Gas delivered by the SHIPPER at the Intake Point, in respect of the Subletting Service performed according to this Contract, may be delivered in the TTPC Pipeline System simultaneously to Gas of other users of TTPC Pipeline System. It is understood that, in case the Gas delivered by all the users, including the SHIPPER, in the TTPC Pipeline System is defined as Off-specification Gas by TTPC, also the Gas delivered by the SHIPPER at the Intake Point shall be considered Off-specification Gas.
4. Notwithstanding the above, should the SHIPPER deliver at the Intake Point Gas with specifications of quality or pressure not complying, for any reason, with the specifications set forth in Annex A hereof, ("**Off-specification Gas**"):
 - a. In case the Off-specification Gas is refused by TTPC said Gas shall be considered as having not been delivered by the SHIPPER;
 - b. the SHIPPER shall have an obligation to notify ENI any information of such failure to comply with the Gas specifications;
 - c. the subletting Fee set forth in Article 9 below shall be anyhow due and payable by the SHIPPER.
 - d. the SHIPPER shall indemnify and hold harmless ENI from any cost and expenses charged to ENI by TTPC as a direct consequence of such Off-specification Gas;

- e. in case TTPC accepts the Off-specification Gas, the Gas redelivered at the Offtake Point may have quality and pressure specifications not complying with the specifications in Annex B hereof.
5. Should Gas be redelivered at the Offtake Point with quality, pressure or specifications not complying, for any reason, with the specifications in Annex B hereof, provided that the Gas delivered at the Intake Point complied with the specifications in Annex A hereof (Off-specification Gas):
- a. In case the Off-specification Gas is refused by SNAM Rete Gas, such gas shall be deemed to have not been redelivered and the monthly subletting Fee shall be reduced accordingly;
 - b. if Snam Rete Gas accepts such Off-specification Gas, the subletting Fee set forth in Article 9 below shall be due and payable;
 - c. all properly documented additional costs and expenses charged to the SHIPPER by Snam Rete Gas for the transportation of the Off-specification Gas will be reimbursed by ENI to the SHIPPER.

Article 7 Term of the Contract

1. The Start Up Date of the Subletting Service shall be [dd/mm/yyyy] (*to be defined in accordance with the result of the Auction Procedure*) at 08:00 a.m. (Greenwich meridian); the End Date of the Subletting Service shall be [dd/mm/yyyy] (*to be defined in accordance with the result of the Auction Procedure*) at 08:00 a.m. (Greenwich meridian).
2. In consideration of the peculiar conditions that have to be fulfilled by the SHIPPER in order to be entitled to activate the Subletting Service on the South Med Pipeline System (as set forth in Article 3.6 above), in addition to and without prejudice to any other termination rights of the Parties in accordance with this Contract, the SHIPPER shall have the right to terminate this Contract prior to the Start Up Date:
 - i. with effective date of termination on or before 1st June 2018 by giving prior written notice to ENI by the 28th May 2018, 05:00 p.m.; in such case a termination amount equal to 2% of the total Contract value shall be due and payable by the SHIPPER to ENI;
 - ii. with effective date of termination after 1st June 2018 by giving prior written notice to ENI at least [10] Days prior to the effective date of termination; in such case a termination amount equal to 6% of the total Contract value shall be due and payable by the SHIPPER to ENI.

The provisions of Article 10 (Invoicing and Payment) of this Contract shall apply mutatis mutandis also to the invoicing and payment of the termination amounts.

[Following paragraph to be added only in case the Start Up Date of the Subletting Service is 1st May 2018]
Additionally the SHIPPER shall have the right to postpone the Start Up Date to 1st June 2018 at 08:00 a.m. (Greenwich meridian) by giving prior written notice to ENI by the 26th April 2018, 05:00 p.m. For avoidance of doubt in case of such postponement the End Date of the Contract shall remain unchanged.

Article 8 Interruption and/or reduction of Subletting Service

1. Should for any reason the relevant transmission operator temporarily reduce and/or interrupt ENI's transportation capacity on the Pipeline, then ENI has the right to reduce, up to the same percentage of ENI's total transportation capacity reduction, the Sublet Daily Flow Rate available for the transportation of the quantity of gas delivered by the SHIPPER at the Intake Point.
2. ENI shall notify to the SHIPPER, on a non-binding basis, the foreseen program of reduction of the transportation capacity on the Pipeline due to maintenance and reinforcements activities on the Pipeline, in line with the information provided by the relevant transmission system operator.
3. ENI shall notify to the SHIPPER changes of the above program as soon as it receives the corresponding information from the relevant transmission system operator.

Article 9
Monthly subletting Fee

1. **Monthly subletting Fee for the Subletting Service**
For any Month from the Start Up Date within the entire duration of this Contract, the SHIPPER shall pay to ENI, on a "ship or pay basis", a monthly subletting Fee for the Subletting Service provided under this Contract and expressed in Euro, equal to:

$$F = \dots\dots\dots \text{(monthly Fee to be paid by the Shipper for the sum of all assigned Lots - defined in accordance with the results of the Auction Procedure and the subsequent elaboration as set forth in Article 11 of the Auction Procedure)} \\ \text{(Euro/Month)}$$

The monthly subletting Fee "F" set out above does not include Fuel Gas, Pipeline Non Accounted Gas and Tunisian Fiscal Offtake (if any).

Said monthly subletting Fee shall be due and payable by the SHIPPER independently from the actual use of the Sublet Daily Flow Rate by the SHIPPER during any Month from the Start Up Date within the entire duration of this Contract.

2. All indirect taxes, taxes on Gas offtakes that the Operator is due to pay or Gas off-takes that the Operator is due to make in virtue of the Subletting Service and/or any current or future fiscal, customs duty, bureaucratic procedures related to the Subletting Service shall be at the expenses of the SHIPPER that shall pay (or provide Gas) directly to the Tunisian State or any other entity designated by it in such respect (through the Operator where applicable). ENI shall be kept exempt by the SHIPPER from any liability whatsoever towards the Tunisian State or any other entity designated by it in such respect (and/or the Operator as applicable and relevant) and ENI shall be kept whole and indemnified by the SHIPPER against any claim of any kind in such respect.

In particular, in case the Tunisian Fiscal Offtake is offtaken by the Tunisian State (or any other entity designated by it in such respect) whether through financial or physical settlement (in such latter case through the Operator), the SHIPPER shall settle such Tunisian Fiscal Offtake directly to the Tunisian State (or any other entity designated by it in such respect), on the basis of the fiscal arrangements entered by the SHIPPER with the Tunisian State.

In case the Tunisian Fiscal Offtake is settled physically, such amount shall be calculated in accordance with Article 5 and the Procédure de Partage and shall be invoiced to the SHIPPER according to the arrangements in place with the Tunisian State.

In case the Tunisian Fiscal Offtake is settled financially the relevant amount shall be invoiced according to the arrangements in place with the Tunisian State and the SHIPPER shall take care of the payment as provided for in such arrangements .

3. In case of reductions and/or interruptions as per Article 8.1 above, the monthly subletting Fee shall be reduced in proportion to the reduction of the flow rate made available by ENI to the SHIPPER for the period of such reduction provided that the period of such reduction exceeds an equivalent total period of *(to be defined in accordance with the result of the Auction Procedure as follows: 10 entire Days in case the duration of the Subletting Service is less than 12 Months - 30 entire Days in case of the duration of the Subletting Service is 12 Months - 40 entire Days in case of the duration of the Subletting Service is more than 12 Months)* within the term of the Contract.

Article 10
Invoicing and Payment

1. Within the end of any Month within the entire duration of this Contract, ENI shall render to the SHIPPER an invoice relating to the Subletting Service of such Month, indicating, *inter alia*:
- the monthly subletting Fee according to Article 9 above;
 - the Sublet Daily Flow Rate;
 - the VAT, taxes, customs and charges according to Article 13 hereof;
 - any other amount due pursuant to this Contract.

Said invoices shall be sent by e-mail.

2. The invoices referred to under Articles 10.1 shall be addressed to:

[Company name]

[Address]
Fiscal Code: [.....]
VAT: [.....]

and sent to:

[Company name]
[Address]
Fax number: [.....]
Tel. number: [.....]
E-mail address: [.....]
Att.: Mr. / Mrs.

The SHIPPER shall pay the invoice as described in Article 10.1 within:

- the twentieth calendar day after the end of the relevant Month, or
- ten (10) calendar days after the day on which said invoice was sent, whichever is the latest.

The due date for payment of each of the invoices as described in Article 10.2 is referred to as Due Date. If a Due Date falls on a Saturday, the SHIPPER shall make payment within the last preceding Business Day. If a Due Date falls on a Sunday or a holiday in Italy, the SHIPPER shall make payment within the first following Business Day.

3. If any invoice contains an error or any invoiced amount needs to be rectified in application of the provisions of this Contract, it shall be corrected and balanced in a subsequent invoice.
4. In case of any disputes regarding an invoice, the SHIPPER shall pay without delay the whole amount except in case of a manifest error. If after settlement of the dispute it is agreed between the Parties or otherwise determined, according to Article 17 hereof, that the disputed amount has been unduly paid, the SHIPPER shall be reimbursed of the amount unduly paid plus interest at the rate set forth in Article 10.7 below.
5. Without prejudice to point 4 above, in case the SHIPPER fails to settle any due and payable invoice after more than five (5) calendar days following the Due Date of such invoice, ENI shall have the right - notwithstanding any other remedies to which ENI may have resort - to suspend the subletting obligations provided under this Contract until the actual payment of all amounts due.
6. In case the SHIPPER fails to settle any due and payable invoice after more than ten (10) calendar days following the Due Date of such invoice, ENI shall have the right - notwithstanding any other remedies to which ENI may have resort - to terminate this Contract by giving 5 Days prior written notice to the SHIPPER and shall be entitled to enforce the Bank Guarantee as set forth in Article 16.
7. In the case of delay of total or partial payment of an invoice as described in this Article, SHIPPER shall pay an interest on any due and unpaid sum for every day of delay in payment at the rate corresponding to EURIBOR (365 days) one month, at the date of the invoice, plus 300 basis points, applying 1/365 of such interest rate for any day of delay .
8. Any mistake in the invoiced amounts will entail the emission of a credit/debit note rectifying the mistake.

Article 11 **Measurement**

All the procedures relevant to the operational management of the Gas delivery and off-take, the measurement of the Gas quantity and quality, the exchange of information and data are set in the "Manuale Operativo" issued by the Operator.

Article 12
Programs

1. ENI shall be entitled to procure that all of its obligations under this Contract concerning operation, nomination and dispatching are performed on its behalf by the Operator, as service provider, without prejudice to ENI's liability towards the SHIPPER.
2. All the information requested by the Operator and/or the proper Tunisian entities, as applicable, shall be provided by the SHIPPER in accordance with the relevant terms and conditions set by Operator and/or the proper Tunisian entities, as applicable, and in particular in accordance with the relevant sections of i) the "Manuale Operativo" issued by the Operator and ii) Annexes B (Dispositions Operationnelles) and C (Procédure de programmation d'enlèvement du gaz de fiscalité en Tunisie) of the Procédure de Partage. For avoidance of doubt, it is under SHIPPER's responsibility to perform its obligations towards the Operator and/or the proper Tunisian entities, as applicable. In this respect the SHIPPER shall take all necessary actions in order to be compliant with the rules set forth by i) the Operator in its terms and conditions and in particular in the "Manuale Operativo" and ii) in Annexes B (Dispositions Operationnelles) and C (Procédure de programmation d'enlèvement du gaz de fiscalité en Tunisie) of the Procédure de Partage.
3. The SHIPPER acknowledges and agrees that the Operator and/or the proper Tunisian entities, as applicable, shall be entitled to modify their terms and conditions and/or ask the SHIPPER other operating information in order to manage all the operating activities connected to this Contract. For information purposes only, the main nomination provisions applicable for the Subletting Service under this Contract are listed here below in Article 12.3.1. However it remains understood that, in such respect, the provisions to be applied and to be followed by the SHIPPER are those set in i) the relevant sections of the "Manuale Operativo" issued by the Operator and ii) Annexes B (Dispositions Operationnelles) and C (Procédure de programmation d'enlèvement du gaz de fiscalité en Tunisie) of the Procédure de Partage. In case of discrepancy the provision of Annexes B (Dispositions Operationnelles) and C (Procédure de programmation d'enlèvement du gaz de fiscalité en Tunisie) of the Procédure de Partage shall prevail over the provisions of the "Manuale Operativo" that, in turn, shall prevail over the provisions of Article 12.3.1.
 - 3.1. Nominations
 - 3.1.1. With regards to any Month after the Start Up Date and within the entire duration of this Contract, the SHIPPER shall nominate the quantities of Natural Gas to be transported on the South Med Pipeline System by transmitting to the Operator, via IT Platform (or via e-mail if required by the Operator), the transportation programs according to the provisions set forth in this Article 12. The programs transmitted to the Operator shall indicate the quantities (expressed in Cm³) at the Intake Point.
 - 3.1.2. Monthly Request Notice

With regards to any Month after the Start Up Date and within the entire duration of this Contract, the SHIPPER shall transmit to the Operator, within the 15th day of the immediately previous Month, the Monthly Request Notice valid for such Month.
 - 3.1.3. Weekly Request Notice

With regards to any Month after the Start Up Date and within the entire duration of this Contract, the SHIPPER shall transmit to the Operator, not later than 6:00 p.m. of each Tuesday, the Weekly Request Notice valid for each Day of the following Week.
 - 3.1.4. Daily Request Notice

With regards to any Month after the Start Up Date and within the entire duration of this Contract, the SHIPPER shall transmit to the Operator, not later than 12:30 p.m. (i.e. half past midday, i.e. 00:30 p.m.) of each Day, the Daily Request Notice valid for the following Day.
If the SHIPPER does not submit a Daily Request Notice, the relevant quantities set out in the Weekly Request Notice pursuant to this Article 12 shall be deemed to be the Daily Request Notice for the relevant Day.
In case the SHIPPER does not submit a Daily Request Notice and there is no Weekly Request Notice in accordance with this Article 12, the Operator will consider the Monthly Request Notice.

Article 13
Taxes and Duties

1. The monthly subletting Fee "F", according to Article 9, does not include VAT. ENI shall be authorised to add to the monthly subletting Fee, according to Article 9 above, all the VAT, all taxes, customs and charges of similar nature applied by any competent authority with reference to the Subletting Service object of this Contract (except ENI income tax).
2. Without prejudice to Article 10, any other tax, duty and charge applied in Tunisia on Natural Gas (not included in the monthly subletting Fee) shall be borne exclusively by the SHIPPER whereas ENI shall be exempt and kept indemnified from any payment in this respect.
3. All the papers (including but not limited to authorization, approval, license, agreement or documentation) and actions relevant to the purchase, transportation and sale of Natural Gas shall be borne by the SHIPPER.
4. The SHIPPER is engaged to communicate to ENI through a written letter (anticipated by fax + 39 02 520 31934), not later than five (5) days after the date of signature of this Contract, all the relevant data (the "**Relevant Data**") necessary to properly invoice the Subletting Service, in the form attached as Annex E.
5. It is understood that in case, for any reason, the SHIPPER does not communicate the above mentioned Relevant Data the SHIPPER shall be liable and indemnify ENI towards the fiscal authorities for the lack of communication.

Article 14
Liability

1. Without prejudice to Articles 3, 5, 6, 10, 12 and 16, each Party shall be liable toward the other Party only in case of wilful misconduct or gross negligence and for direct damages only, excluding indirect and/or consequential damages.
2. Indirect and/or consequential damages shall include without limitation loss of profit, loss of good will, loss of business opportunity, loss of interest or business interruption howsoever caused, arising out of or in connection with the Contract, whether the claim is based upon contract, tort (including negligence), strict liability, statute or otherwise.
3. The SHIPPER agrees that it is its full responsibility to ensure it has any authorization, approval, license, agreement, procedure or documentation necessary to allow the transportation of gas along the South Med Pipeline System and that ENI shall be kept whole and indemnified by the SHIPPER and shall bear no adverse consequences in such respect.

Article 15
Force Majeure

1. The expression Force Majeure shall mean any event, act, fact or circumstance which is unforeseeable and beyond the control of a Party acting or having acted as a Reasonable and Prudent Operator, which has repercussions on the Pipeline causing the failure to perform, totally or partially, the fulfilment of any obligation under this Contract as long as this cause of Force Majeure lasts.
2. Events which constitute Force Majeure as defined above, shall include, but not be limited to, the following:
 - wars, acts of terrorism, acts of sabotage, acts of vandalism, strikes;
 - forces of nature, floods, landslides, fires, earthquakes;
 - explosions, breakage or breakdown of pipelines and/or directly connected installations;
 - laws and acts of government or governmental authorities, included expropriations, that are beyond the control of the relevant Party acting as Reasonable and Prudent Operator.For the avoidance of doubt the SHIPPER's lack of any authorization, approval, license, agreement, procedure or documentation necessary to allow the transportation of gas along the South Med Pipeline

System (including but not limited to the Tunisian approval) and/or any subsequent cancellation, withdrawal or modification shall not constitute Force Majeure.

3. The Party affected by Force Majeure shall be excused from the performance of its obligations under this Contract so far as and to the extent that said obligations are affected by Force Majeure. Any event of Force Majeure shall not have any effect on the expiry date of this Contract.
4. Should one of the Parties, by reason of Force Majeure, be unable, wholly or in part, to comply with its obligations under this Contract, the other Party shall be released from its corresponding obligations. The affected Party shall give notice to the other Party of the event constituting Force Majeure as soon as possible and such notice shall include information about the circumstances and a statement about the nature, the consequences and the foreseeable duration. Such notice shall be updated regularly. The affected Party shall take as soon as possible all necessary measures, as a Reasonable and Prudent Operator, in order to remedy the failure and to allow the fulfilment of the obligations under this Contract.
5. The Parties shall meet to discuss the possible solutions to overcome the event of Force Majeure at the request of one of the Parties.

Article 16 **Bank Guarantee**

1. Within 20/04/2018, the SHIPPER shall provide ENI with a credit guarantee on first demand issued by an internationally Primary Bank (the "**Bank Guarantee**") for an amount that until the date specified in clause 3 of Annex D shall be equivalent to the minimum between the sum of three (3) monthly subletting Fee as per Article 9 and the total Contract value. The Bank Guarantee must be conformed to the form herein attached as Annex D.
The Bank Guarantee shall be in force until the date specified in clause 3 of Annex D and shall guarantee all the payments due under the Contract.
2. Should the SHIPPER fail to make available to ENI the Bank Guarantee as specified in Article 16.1 by 20/04/2018, or should the Bank Guarantee result not enforceable, ENI shall be entitled to suspend the execution of this Contract (in any case the SHIPPER shall be obliged to fulfil its obligation under Article 10) until and including the Day that follows the receipt of the valid Bank Guarantee.
Should the SHIPPER fail to make available to ENI the Bank Guarantee as specified in Article 16.1 by 27/04/2018, or should the Bank Guarantee result not enforceable, ENI shall be entitled to terminate this Contract and the SHIPPER shall pay to ENI a penalty equal to 10% of the monthly subletting Fee which would have been due and payable for the entire life of this Contract if the Contract had not been terminated. Any termination of this Contract shall be without prejudice to the rights of the Parties accrued up to the date of termination. In such case ENI may enforce the Bid Bond as partial payment for the above mentioned penalty.
3. In case the SHIPPER fails to promptly comply with its obligations to pay under this Contract, ENI shall be entitled to enforce the Bank Guarantee under Article 16.1 above offsetting the relevant credit.

Article 17 **Governing law and litigation**

1. Except for the Procédure de Partage, this Contract is executed in English and shall be governed by and construed in accordance with Italian law with the exclusion of all rules governing conflicts of laws. The governing law of the Procédure de Partage is expressly provided for in the same Procédure de Partage.
2. Any dispute, controversy, difference or claim arising out of or related to this Contract, except for the Procédure de Partage, which cannot be resolved by agreement between the Parties within forty (40) Days from the date of any notification of the existence of such dispute, controversy, difference or claim, shall be referred to the exclusive jurisdiction of the Court of Milan. Any dispute controversy, difference or claim arising out or related to the Procédure de Partage shall be referred to as expressly provided for in the same Procédure de Partage.
3. In case of conflict between the provisions of the Procédure de Partage and the provisions of the rest of this Contract, the provisions of the Procédure de Partage shall prevail.

Article 18
Amendments

Amendments, modification or changing to this Contract shall only be effective if made in writing and signed by or on behalf of each of the Parties.

Article 19
Notices

Any notice required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax to the persons at addresses as follows:

[Company name]

[Address]

Tel.: +

Fax: +

E-mail:

Attention: Mr. / Mrs.

ENI S.p.A.

Gas & LNG Marketing and Power

Piazza Vanoni, 1

20097 San Donato Milanese

Milan - Italy

Tel.: +39 02 520 31565

Fax: +39 02 520 31611

Attention: Mr. Stefano Dicorradò

E-mail: supply.services@eni.com

or to any other address communicated to the above addresses.

Unless otherwise expressly provided herein, all notices hereunder shall become effective upon receipt.

Article 20
Confidentiality

Each Party, at all times, shall keep confidential, shall not disclose and shall procure that its Affiliates, officers advisors, employees and agents (the "**Representatives**") shall keep confidential and shall not disclose, any confidential information which it may have or acquire in relation to the negotiation or performance of this Contract, except for any information:

- a. proved to be known by the Party prior to the information being disclosed by the other Party;
- b. part of the public domain at the time of disclosure;
- c. required to be disclosed to comply with any applicable law, regulation, or rule of any exchange, or regulatory body, or in connection with any court or regulatory proceeding or acts or orders of any municipal, national or other governmental agency or authority, whether domestic or foreign or any supra-national agency including without limitation the European Union; provided that each Party shall, to the extent practicable and permissible under such law, regulation, or rule, use reasonable efforts to prevent or limit the disclosure and to give the other Party prompt notice of it;
- d. which is disclosed by a Party to any professional advisers, provided such disclosure is made on a bona fide need to know basis and professional advisers agree to hold such information under equivalent terms of confidentiality;
- e. which is disclosed to the Operator as strictly necessary for the operation and implementation of the Contract.

The terms and conditions of this Article shall survive termination or expiration of this Contract, irrespective the reason for termination, for one (1) year.

Article 21

Administrative Responsibility

The SHIPPER declares to have reviewed and have knowledge of: (a) the contents of the document "Model 231", including also the ENI Code of Ethics, drafted by ENI in accordance with the legislation in force regarding the administrative liability of legal entities for offences committed by their directors, employees and/or agents; (b) the "Anti-Corruption Management System Guideline"; (c) the Eni Guidelines for the Protection and Promotion of Human Rights. The documents under (a), (b) and (c) above are available on the website www.eni.com.

With reference to the performance of activities covered by the Contract, the SHIPPER undertakes to comply, and to cause its directors, staff and collaborators to comply, with the applicable laws, including the Anti-Corruption Laws applicable to eni (meaning (i) the anti-corruption provisions in the Italian Criminal Code and in other national applicable laws, including the Legislative Decree no. 231 2001, (ii) the FCPA, (iii) the UK Bribery Act, (iv) international anti-corruption treaties such as the Organization for Economic Cooperation and the Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption).

With respect to the performance of the activities under this Contract, the SHIPPER represents and warrants that it has given and implemented instructions to its directors, employees and/or agents, aimed at preventing any and all conducts in breach of the U.S. Foreign Corrupt Practices Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption and any other anti-bribery laws which may be applicable to the SHIPPER and undertakes vis-à-vis ENI to continue effectively implementing such instructions for the entire duration of this Contract. In particular and in accordance with the abovementioned laws and conventions, the SHIPPER undertakes to abstain (and to cause its directors, employees and/or agents to abstain) from, directly or indirectly, offering, promising, giving, paying or accepting any Public Official's request for a gift, or authorizing anyone to give or pay, directly or indirectly, any sums, other benefits or advantages or anything of value to or for a Public Official. For the purposes of this Contract, Public Official shall mean:

- a) anyone who performs public functions in a legislative judicial or administrative capacity;
- b) anyone acting in an official capacity for or on behalf of (i) a supranational, national, regional or local government, (ii) an agency, department, office or instrumentality of a supranational, national, regional or local government, (iii) a government-owned or government-controlled or government-participated company, (iv) a public international organization and/or (v) a political party, a member of a political party, an official or candidate for political office;
- c) anyone in charge of providing a public service; or
- d) any other person, individual or entity at the suggestion, request or instruction or for the benefit of any of the persons or entities referred to in paragraphs (a) to (c) above.

With respect to the performance of the activities under this Contract, the SHIPPER undertakes vis-à-vis ENI for the entire duration of this Contract to strictly abide by the principles of the ENI Code of Ethics and to respect human rights as defined in the ENI Guidelines on the Protection and Promotion of Human Rights, available on the website www.eni.com. In particular, the SHIPPER undertakes to abstain from:

- a) offering commissions, fees and other benefits to directors, employees or agents of ENI;
- b) entering into trade agreements with directors, employees or agents of ENI which may negatively affect the interests of ENI;
- c) starting business activities or entering into agreements with third parties in breach of the principles set out in the ENI Code of Ethics which would negatively affect the performance of this Contract;
- d) providing directors, employees or agents of ENI with non-property benefits also in the form of gifts, means of transportation, hospitality offers which go beyond the limits of the commonly accepted business ethical standard.

The Parties agree that any non-compliance, even partial, with the abovementioned representations, warranties and undertakings, which can be reasonably expected to result in adverse consequences for ENI, will be considered a material default under this Contract and will entitle ENI to unilaterally withdraw, even during its performance, or to terminate the Contract, by delivering notice via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such non-compliance.

In the event of information that could reasonably imply such non-compliance, pending the required verifications or findings ENI will have the right to suspend the performance of the Contract by delivering notice

via registered mail, which shall include a brief summary of the relevant information. Should the information be obtained from the media, ENI shall have the right to exercise such right when the information has been confirmed by an official document of the Judicial Authority and/or otherwise confirmed by the Judicial Authority.

The exercise of such rights will be to the sole detriment of the SHIPPER, which shall bear, in all cases, all additional expenses and costs and shall be liable for and defend, indemnify and hold harmless ENI from any third-party action arising from or consequential to such non-compliance.

Article 22 Assignment

Any Party shall not have the right to assign this Contract without the prior written consent of the other Party.

Such consent shall not be withheld if the assignee is a controlled or controlling company of such Party pursuant to article 2359 of the Italian civil code, the assignee proving to be financially sound in relation to the payment obligations under this Contract. In any case the Party assigning the Contract shall remain liable towards the other Party with regards to all obligations transferred to its controlled or controlling company.

In case of assignment by the SHIPPER such assignment shall become effective upon the assignee submitting a Bank Guarantee in accordance with Annex D of the Contract at least 10 (ten) days before the start of the assignment.

For avoidance of doubt a partial assignment of the Contract shall not be permitted.

Made and entered into as of the 16/04/2018 in Milan

For and on behalf of
ENI S.p.A.

.....

For and on behalf of
[Company name]

.....

For express acceptance of the following clauses:

Article 3 - Subletting Obligations, Overrun and Conditions for the activation of the Subletting Service,
Article 6 - Quality and pressure of Gas,
Article 8 - Interruption and/or Reduction of Subletting Service,
Article 10 - Invoicing and Payment,
Article 12 - Programs,
Article 13 - Taxes and Duties,
Article 14 - Liability,
Article 15 - Force Majeure,
Article 16 - Bank Guarantee,
Article 17 - Governing law and litigation,
Article 21 - Administrative Responsibility,
Article 22 - Assignment,
Annex F - Procédure de Partage.

For and on behalf of
[Company name]

.....

ANNEX A

The Gas delivered by the SHIPPER at the Intake Point shall comply with the following quality and pressure specifications

Gross Calorific Value

Min.: 34,95 MJ/Sm³
Max.: 45,28 MJ/Sm³

Wobbe Index

Min.: 47,31 MJ/Sm³
Max.: 52,33 MJ/Sm³

Oxygen:

Max.: 0.6 % mol

Carbon Dioxide:

Max.: 3 % mol

Hydrogen Sulphide

Max.: 6,6 mg/Sm³

Sulphur by mercaptane

Max.: 15,5 mg/Sm³

Sulphur Total

Max.: 150 mg/Sm³

Dew Point

Water: < - 5° C at the absolute pressure of 70 bar

Hydrocarbon: < - 0° C at the absolute pressure range of 1 ÷ 70 bar

For the determination of the Gross Calorific Value and the Wobbe Index, the reference enthalpy condition are:

Gas Temperature: 15° C;

Gas absolute pressure: 1,01325 bar

Pressure of the Gas delivered under this contract at the Intake Point must be not lower than 51 kg/cm² absolute and not greater than a 72,4 kg/cm² absolute.

ANNEX B

The Gas redelivered to the SHIPPER at the Offtake Point shall comply with the following quality and pressure specifications:

Gross Calorific Value

Min.: 34,95 MJ/Sm³
Max.: 45,28 MJ/Sm³

Wobbe Index

Min.: 47,31 MJ/Sm³
Max.: 52,33 MJ/Sm³

Oxygen:

Max.: 0.6 % mol

Carbon Dioxide:

Max.: 3 % mol

Hydrogen Sulphide

Max.: 6,6 mg/Sm³

Sulphur by mercaptane

Max.: 15,5 mg/Sm³

Sulphur Total

Max.: 150 mg/Sm³

Dew Point

Water: < - 5° C at the absolute pressure of 70 bar

Hydrocarbon: < - 0° C at the absolute pressure range of 1 ÷ 70 bar

For the determination of the Gross Calorific Value and the Wobbe Index, the reference enthalpy condition are:

Gas Temperature: 15° C;

Gas absolute pressure: 1,01325 bar

Pressure of the Gas delivered under this contract at the Intake Point shall be determined in accordance with the agreement between TTPC and all the shippers acting on TTPC Pipeline System, and must be such as to allow the transit on the TMPC Pipeline System until the Offtake Point at the minimum pressure of 76 bar absolute.

ANNEX C

Contact Information

Communications connected with the nomination and matching in accordance with Article 12 shall be directed to:

OPERATOR (as Service Provider): *(to be defined in accordance with the result of the Auction Procedure)*

Trans Tunisian Pipeline Company S.p.A.

Tunisian Branch

Centre Urbain Nord
Boulevard Mohamed Bouazizi
1082 Tunis
TUNISIA

Tel: +216 70 749 122
Fax: +216 70 728 724
E-mail: gest.con@ttpc.eni.com

ENI S.p.A.

Gas & LNG Marketing and Power
Piazza Vanoni, 1
20097 San Donato Milanese
Milan - Italy
Tel.: +39 (0)2 520 41089
Fax: +39 (0)2 520 51647 / 51421

E-mail: commercial.operations@eni.com

SHIPPER:

[Company name]

[Address]

Tel.: +.....

Fax: +.....

Dispatching

Tel.: +

Fax: +

Tel. (24 hours Service): +

E-mail:

Attention: Mr. / Mrs.

ANNEX D

Form of the Bank Guarantee

[On Bank's letterhead]

To:

ENI S.p.A.
Piazza Vanoni, 1
20097 San Donato Milanese (Milan) Italy

This **Bank Guarantee** is issued on this [Day] of [Month] 2018 by [*Bank's details to be inserted*] (the "Guarantor") in favour of ENI S.p.A. a company established under the laws of Italy having its registered office at Piazzale Enrico Mattei 1, Roma ITALY (together with its successors and permitted assignee "ENI").

Whereas:

- [*Shipper's details to be inserted*] (the "Shipper") on the 16/04/2018 ("Effective Date") enters into a subletting agreement (n. **2018000x**) (the "**Subletting Agreement**") with ENI concerning the subletting by ENI of transmission capacity through the South Med Pipeline System;
- It is a condition under Article 16 of the Subletting Agreement that within 20/04/2018 the Shipper shall lodge at the benefit of ENI as security for all the payments due under the Subletting Agreement a Bank Guarantee for an amount equal to Euro [*equivalent to the minimum between the sum of three (3) monthly subletting Fees and the total Contract value*] (Euro in letters)

(the "**Bank Guarantee**").

Now, therefore, all this being stated:

1. We undersigned [*full details of the bank to be inserted*] formally, firmly, irrevocably and unconditionally undertake to pay upon your first demand any sum up to Euro [] (*Euro in letters*) (the "Maximum Amount") within 5 (five) days from the receipt of your written duly signed request stating that the Shipper has failed to promptly comply with its obligations to pay under the Subletting Agreement, regardless of possible objections of whatever kind that could be put forward by the Shipper or by whoever third party and without necessity of legal actions or court proceedings.
2. ENI shall be entitled to enforce the present Bank Guarantee several times until the Maximum Amount is exhausted.
3. The present Bank Guarantee is valid from the date hereof and shall remain in full force and effect until the earliest of:
 - I. the date on which all duties, liabilities and obligations of Shipper under the Subletting Agreement have been finally and definitively discharged, or
 - II. the date on which the Guarantor has paid to ENI under this Bank Guarantee an aggregate amount equal to the Maximum Amount.

Anyway, this Bank Guarantee shall expire on dd/mm/yyyy [*the first Business Day of the fourth month following the End Date of the Subletting Service will be inserted*]; after such date this Bank Guarantee will automatically become null and void.

4. The present Bank Guarantee shall be governed by the Italian law. Any dispute, controversy or claim arising out of or related to this Bank Guarantee shall be referred to the exclusive jurisdiction of the Court of Milan.

[Date and Place]

*[Bank's stamp and signature]**

For express acceptance of the following clauses:

Clause 1 - Payment at first demand regardless of possible objections of whatever kind;

Clause 4 - Law and Jurisdiction.

[Date and Place]

*[Bank's stamp and signature]**

** Note: This document has to be signed in both places indicated herein above in order to be considered valid.*

Annex E - Relevant Data
SHIPPER DETAILS FORM
[print on the SHIPPER's letterhead]

COMPANY

- Company name:
- Address:

- Phone number:
- Fax number:
- The company is incorporated under the laws of:
- VAT Number:

CONTACTS

Administrative contact:

- Contact name:
- Function:
- Address:

- Phone number:
- Fax number:
- Mobile:
- Email address:

INVOICING

Main Invoicing

- Company name:
- Invoicing contact name:
- Address:

- Phone number:
- Fax number:
- E-mail address:
- Bank name:
- Account number:
- IBAN Code:
- BIC Code:
- VAT number:

Invoicing Mailing Address

- Company name:
- First Name:
- Sir Name:
- Function:
- Address:
- E-mail address:

Fiscal Representative (if applicable)

- Company name:
- First Name:
- Sir Name:
- Function:
- Address:

- VAT number:

ANNEX F

Procédure de Partage

PROCEDURE DE PARTAGE DU GAZ SUR LE GAZODUC TRANSTUNISIEN

Entre les Acheteurs (X,Y,Z,...)

et

Société Tunisienne du Gazoduc Transtunisien (ci-après dénommée SOTUGAT), société de droit tunisien sise à Tunis, Centre Urbain Nord, Boulevard 7 Novembre, 1080 Tunis;

et

une société de droit tunisien (ci-après dénommée JJJ), qui a conclu avec SONATRACH un contrat (ci-après dénommé Contrat JJJ-SONATRACH) pour l'achat de gaz naturel de provenance algérienne franco frontière tuniso-algérienne et ou le Contrat JJJ-SONATRACH a été reconduit pour des périodes additionnelles, les obligations d'achat étant souscrites par ETAP;

et

Trans Tunisian Pipeline Company S.p.A. (ci-après dénommée TTPC), société de droit italien sise à San Donato Milanese, Piazza Ezio Vanoni, 1, 20097 Italie.

Ci-après dénommées, individuellement, Partie et, collectivement, Parties.

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ANNEXE A: CONFIGURATION DU GAZODUC

ANNEXE B: DISPOSITIONS OPERATIONNELLES

ANNEXE C: PROCEDURE DE PROGRAMMATION D'ENLEVEMENT DU GAZ FISCAL

Il est préalablement exposé que:

- ✓ L'Etat tunisien et les Acheteurs ont conclu ou va conclure à Tunis des conventions relatives au transport du gaz propriété de les Acheteurs sur le territoire tunisien (les « Conventions »). Les Conventions ont été ratifiées ou seront ratifiées par l'Assemblée Nationale tunisienne par loi.
- ✓ Conformément aux Conventions, l'Etat tunisien appliquera à les Acheteurs par l'entremise de SOTUGAT et en excluant TTPC, pour toute la durée contractuelle du transport (directement avec TTPC ou indirectement travers d'un contrat de "subletting") pour les Acheteurs un prélèvement fiscal global forfaitaire fixé en un pourcentage des quantités de gaz de chacune des ces sociétés transitant effectivement à la frontière tuniso-algérienne.

Ceci étant exposé, il a été convenu et arrêté ce qui suit:

Article 1 DEFINITIONS

Les termes et expressions ci-après, s'ils commencent par majuscules, auront la signification suivante dans le présent Procédure de Partage :

Acheteur : société ayant conclu avec SONATRACH directement ou indirectement un contrat d'achat qui prévoit la livraison de Gaz Naturel au Point de Livraison, y inclus le SHIPPER, mais sauf ETAP et/ou JJJ (collectivement les *Acheteurs*).

Contrat de Service : contrat en vertu duquel SERGAZ est chargée d'assurer la conduite technique et l'entretien du Gazoduc pendant la phase d'exploitation.

ETAP : Entreprise Tunisienne d'Activités Pétrolières, société de droit tunisien sise à Tunis, 27 bis Avenue Khereddine Pacha.

Gaz Combustible : le Gaz nécessaire à l'alimentation des stations de compression et leurs dépendances.

Gaz Naturel ou Gaz : tout hydrocarbure ou mélange d'hydrocarbures, constitué essentiellement de méthane, à l'état gazeux et qui est extrait du sous-sol à l'état naturel, séparément ou en association avec des hydrocarbures liquides.

Gaz Non Comptabilisé : toutes différences de quantité de Gaz, dues à des différences de mesure, ainsi que toutes pertes dans le Gazoduc, y compris celles causées par les condensations des composants du Gaz.

Gazoduc : le système de transport du Gaz Naturel comprenant les lignes, les stations de compression, ainsi que tous les ouvrages et installations complémentaires, y compris les installations de télécommunication, nécessaires au transport du Gaz à partir de l'Oued Es Saf Saf à la frontière tuniso-algérienne jusqu'à un point déterminé à la sortie de la station de compression du Cap Bon et au commencement du "Gazoduc TMPC".

Jour : période de 24 heures consécutives commençant à 08.00h, heure du méridien de Greenwich, de chaque jour de calendrier et finissant à la même heure du jour de calendrier suivant.

Mètre Cube Contractuel (Cm³) : quantité de Gaz Naturel occupant un volume de un (1) mètre cube à la température de 15 °C et à la pression absolue un (1) bar.

Mois : période commençant à 08.00h, heure du méridien de Greenwich, du premier jour du mois de calendrier et se terminant à la même heure du premier jour du mois de calendrier suivant.

Point d'Enlèvement : chacun des points le long du Gazoduc, où le Gaz Naturel peut être enlevé, ou fait enlever, par les Utilisateurs.

Point de Livraison : le point au commencement du Gazoduc, où le Gaz Naturel provenant de l'Algérie est livré par SONATRACH aux Acheteurs et a ETAP.

Procédure de Partage : la présente procédure de partage, y compris les Annexes A, B et C.

Procédure de Programmation : la procédure de programmation d'enlèvement du gaz fiscal décrites à l'Annexe C de cette Procédure de Partage.

Protocole d'Accord : Protocole signé par SONATRACH et les Acheteurs et ETAP ayant pour objet la définition de la procédure de répartition du Gaz livré par SONATRACH au Point de Livraison entre les Acheteurs et ETAP.

SCOGAT : Société pour la Construction du Gazoduc Transtunisien, société de droit tunisien sise à Tunis, Centre Urbain Nord, Boulevard Mohamed Bouazizi, chargée de la construction du Gazoduc Transtunisien.

SERGAZ : Société de Service du Gazoduc Transtunisien, société de droit tunisien sise à Tunis, Centre Urbain Nord, Boulevard Mohamed Bouazizi, chargée d'assurer la conduite technique et l'entretien du Gazoduc pendant la phase d'exploitation.

SONATRACH : Entreprise Nationale Algérienne, société de droit algérien sise à Alger, 10 Rue du Sahara, Hydra.

TMPC : Transmediterranean Pipeline Company Limited, société de droit de Jersey sise à St. Hélier, Jersey, Elizabeth House, 9 Castle Street, propriétaire du système de conduites traversant la mer Méditerranée entre la Tunisie et la Sicile ("Gazoduc TMPC").

TRANSMED : société de droit italien sise à Milano, via G. Gozzi 1/A, titulaire d'une partie des droits de transport sur le tronçon sous-marin du gazoduc algéro-italien reliant Cap Bon, en Tunisie, à Mazara del Vallo, en Italie.

Utilisateur : les Acheteurs et JJJ.

Pour la clarté de la notation d'index inférieur XYZ utilisés dans les formules de cette Procédure de Partage fait référence à tous les Acheteurs, tandis que la notation d'index inférieur X ou Y ou Z utilisés dans les formules de cette Procédure de Partage fait référence à chaque Acheteur unique, y compris le SHIPPER.

Pour plus de simplicité que les formules se référant à JJJ sont limitées à la notation indice inférieur J.
Pour plus de simplicité que les formules se référant à chaque Acheteur sont limitées à la notation indice inférieur X ou Y ou Z (soit trois Acheteurs), alors qu'ils sont réputés être appliqué au nombre total d'Acheteurs, y compris le SHIPPER (soit X,Y,Z,.....).

Article 2 OBJET DE LA PROCEDURE DE PARTAGE

La Procédure de Partage a pour objet de définir la méthode de partage, entre les Utilisateurs du Gazoduc, du Gaz transporté à travers le Gazoduc, du Gaz Combustible, du Gaz Non Comptabilisé et de la Fiscalité enlevée en nature par JJJ.

Cette répartition sera effectuée sur la base des dispositions prévues respectivement dans les accords du 25 Octobre 1977 entre l'Etat tunisien et Eni, du 6 Mars 1991 entre l'Etat tunisien, l'Eni et la SNAM, les Conventions et les contrats de transport entre chaque Utilisateur et TTPC.

Tous les calculs seront effectués par TTPC conformément à la Procédure de Partage et ils doivent être approuvés par SOTUGAT.

Article 3 DONNEES DE BASE POUR LE PARTAGE DU GAZ ENTRE LES UTILISATEURS

Les données à utiliser pour effectuer le bilan du Gazoduc, et par conséquent, le partage des quantités de Gaz sont les suivantes:

QL_{tot} : Quantité de Gaz livrée chaque Jour par SONATRACH aux Acheteurs et a ETAP, résultant des mesures effectuées à la station de comptage de SONATRACH située en Algérie dans l'immédiate proximité de la frontière tuniso-algérienne.

Programmes de transport de chaque Utilisateur.

$QE_{J,k}$: Quantité de Gaz enlevée chaque Jour par JJJ au Point d'Enlèvement k, résultant des mesures effectuées contradictoirement entre TTPC et JJJ, dans les stations de comptage de JJJ en Tunisie.

QE_{XYZ} : Quantité de Gaz enlevée chaque Jour par chacun Acheteurs (X,Y,Z,...) au point de comptage de Snam Rete Gas, situé en Italie dans la zone de Mazara del Vallo.

C_n : Quantité de Gaz consommée chaque Jour dans la station de compression n, résultant des mesures effectuées par SERGAZ sur la base du Contrat de Service.

TTPC mettra à la disposition de toutes les parties une copie des documents finaux certifiant la mesure des quantités susdites.

Article 4
PARTAGE DU GAZ LIVREE PAR SONATRACH

- 1) La quote-part de Gaz livrée par SONATRACH à ETAP chaque Jour sera égale à la quantité programmée par ETAP pour le même Jour, conformément aux programmes d'achat Gaz hebdomadaire et au Protocole d'Accord en vigueur entre SONATRACH et les Acheteurs du Gaz et ETAP. Ces programmes doivent être communiqués par chaque Utilisateur à TTPC et SOTUGAT.
- 2) Pour chaque Jour, la différence entre la quantité totale livrée par SONATRACH à l'Oued Es Saf Saf et la quantité livrée à ETAP, telle que définie au point 1), sera partagée entre les Acheteurs proportionnellement aux programmes de transport. Ces programmes doivent être communiqués par chaque Utilisateur à TTPC et SOTUGAT.

Article 5
REPARTITION DE LA QUOTE-PART DU GAZ COMBUSTIBLE ENTRE JJJ ET LES ACHETEURS

Le Gaz consommé dans chaque station de compression sera partagé en fonction des quantités effectivement comprimées pour chaque Utilisateur.

Les calculs pour l'attribution de la quote-part du Gaz Combustible seront effectués d'abord pour la cinquième station de compression (Cap Bon) et ensuite pour la quatrième (Korba), la troisième (Sbikha), la deuxième (Sbeitla) et la première (Fériana).

La quote-part de Gaz Combustible attribuée, pour le Jour i , à JJJ d'une part et aux Acheteurs (X,Y,Z,...) (ensemble) d'autre part sera donnée par :

Station de Cap Bon

$$C_{CB}^i = C_{J,CB}^i + C_{XYZ,CB}^i$$

$$C_{J,CB}^i = 0$$

$$C_{XYZ,CB}^i = C_{CB}^i$$

Station de Korba

$$C_{KO}^i = C_{J,KO}^i + C_{XYZ,KO}^i$$

$$C_{J,KO}^i = C_{KO}^i \cdot \frac{QE_{J,8}^i}{QE_{XYZ}^i + QE_{J,8}^i + C_{CB}^i}$$

$$C_{XYZ,KO}^i = C_{KO}^i \cdot \frac{QE_{XYZ}^i + C_{XYZ,CB}^i}{QE_{XYZ}^i + QE_{J,8}^i + C_{CB}^i}$$

Station de Sbikha

$$C_{SB}^i = C_{J,SB}^i + C_{XYZSB}^i$$

$$C_{J,SB}^i = C_{SB}^i \cdot \frac{\sum_{k=5}^8 QE_{J,k}^i + C_{J,KO}^i}{QE_{XYZ}^i + \sum_{k=5}^8 QE_{J,k}^i + C_{CB}^i + C_{KO}^i}$$

$$C_{XYZ,SB}^i = C_{SB}^i \cdot \frac{QE_{XYZ}^i + C_{XYZ,CB}^i + C_{XYZ,KO}^i}{QE_{XYZ}^i + \sum_{k=5}^8 QE_{J,k}^i + C_{CB}^i + C_{KO}^i}$$

Station de Sbeitla

$$C_{SBE}^i = C_{J,SBE}^i + C_{XYZ,SBE}^i$$

$$C_{J,SBE}^i = C_{SBE}^i \cdot \frac{\sum_{k=3}^8 QE_{J,k}^i + C_{J,KO}^i + C_{J,SB}^i}{QE_{XYZ}^i + \sum_{k=3}^8 QE_{J,k}^i + C_{CB}^i + C_{KO}^i + C_{SB}^i}$$

$$C_{XYZ,SBE}^i = C_{SBE}^i \cdot \frac{QE_{XYZ}^i + C_{XYZ,CB}^i + C_{XYZ,KO}^i + C_{XYZ,SB}^i}{QE_{XYZ}^i + \sum_{k=3}^8 QE_{J,k}^i + C_{CB}^i + C_{KO}^i + C_{SB}^i}$$

Station de Fériana

$$C_{FE}^i = C_{J,FE}^i + C_{XYZ,FE}^i$$

$$C_{J,FE}^i = C_{FE}^i \cdot \frac{\sum_{k=1}^8 QE_{J,k}^i + C_{J,KO}^i + C_{J,SB}^i + C_{J,SBE}^i}{QE_{XYZ}^i + \sum_{k=1}^8 QE_{J,k}^i + C_{CB}^i + C_{KO}^i + C_{SB}^i + C_{SBE}^i}$$

$$C_{XYZ,FE}^i = C_{FE}^i \cdot \frac{QE_{XYZ}^i + C_{XYZ,CB}^i + C_{XYZ,KO}^i + C_{XYZ,SB}^i + C_{XYZ,SBE}^i}{QE_{XYZ}^i + \sum_{k=1}^8 QE_{J,k}^i + C_{CB}^i + C_{KO}^i + C_{SB}^i + C_{SBE}^i}$$

Article 6

DETERMINATION DU GAZ NON COMPTABILISE TOTAL ET REPARTITION DE LA QUOTE-PART ENTRE JJJ ET LES ACHETEURS

- 1) La quantité globale de Gaz Non Comptabilisé (NC_{tot}^i) pour le Jour i sera déterminée sur la base de la formule suivante:

$$NC_{tot}^i = QL_{tot}^i - QE_{XYZ}^i - \sum_{k=1}^8 QE_{J,k}^i - \sum_{n=1}^5 C_n^i$$

et sera partagée selon la méthode décrite ci-dessous.

La quote-part de NC attribuée, pour le Jour i, à JJJ d'une part et aux Acheteurs (X,Y,Z,...) (ensemble) d'autre part sera donnée par :

$$NC_J^i = NC_{cumul} \cdot \frac{QE_{cumul}(J)}{QE_{cumul}(Totale)} - NC_{cumul,i-1}(J)$$

$$NC_{XYZ}^i = NC_{cumul} \cdot \frac{QE_{cumul}(XYZ)}{QE_{cumul}(Totale)} - NC_{cumul,i-1}(XYZ)$$

où

NC_{cumul} = quantité cumulative du Gaz Non Comptabilisé des Utilisateurs à partir du premier Jour du Mois jusqu'au Jour i inclus.

$NC_{cumul,i-1}(J)$ = quantité cumulative du Gaz Non Comptabilisé de JJJ à partir du premier Jour du Mois jusqu'au Jour i-1 inclus.

$NC_{cumul,i-1}(XYZ)$ = quantité cumulative du Gaz Non Comptabilisé des Acheteurs (X,Y,Z,...) à partir du premier Jour du Mois jusqu'au Jour i-1 inclus.

QE_{cumul} (Totale) = quantité cumulative enlevée à partir du premier Jour du Mois jusqu'au Jour i inclus.

$QE_{cumul(J)}$ = quantité cumulative enlevée par JJJ à partir du premier Jour du Mois jusqu'au Jour i inclus.

$QE_{cumul(XYZ)}$ = quantité cumulative enlevée par les Acheteurs (X,Y,Z,...) à partir du premier Jour du Mois jusqu'au Jour i inclus.

- 2) Au cas où, de la comparaison entre les quantités de Gaz livrées et les quantités de Gaz enlevées, il résultait que des pertes, non imputables aux différences et aux erreurs de mesure normalement relevés et/ou à la condensation, ont pu se produire dans le Gazoduc ou dans le Gazoduc TMPC, TTPC, conjointement avec TMPC et TRANSMED, se chargera de déterminer ou faire déterminer l'existence réelle de la perte et sa position. La détermination du volume de Gaz ainsi perdu, se fera toujours en employant tous les moyens techniques disponibles, y compris les résultats des mesures opérationnelles. Si des dites déterminations, il résultait que la perte s'est produite dans le Gazoduc TMPC, JJJ n'en subira aucun préjudice et, le cas étant, des corrections seront opérées rétroactivement.

Article 7

DETERMINATION DU GAZ TRANSPORTE TOTAL ET REPARTITION DE LA QUOTE-PART ENTRE JJJ ET LES ACHETEURS

La quote-part du Gaz transporté chaque Jour à partir du Point de Livraison sera déterminée, pour JJJ d'une part et pour les Acheteurs (X,Y,Z,...) (ensemble) d'autre part, en ajoutant aux volumes de Gaz enlevés au respectifs Points d'Enlèvement la quote-part du Gaz Non Comptabilisé et du Gaz Combustible:

$$QT_{tot}^i = QT_J^i + QT_{XYZ}^i$$

$$QT_J^i = \sum_{k=1}^8 QE_{J,k}^i + NC_J^i + C_{J,KO}^i + C_{J,SB}^i + C_{J,SBE}^i + C_{J,FE}^i$$

$$QT_{XYZ}^i = QE_{XYZ}^i + NC_{XYZ}^i + C_{XYZ,CB}^i + C_{XYZ,KO}^i + C_{XYZ,SB}^i + C_{XYZ,SBE}^i + C_{XYZ,FE}^i$$

Article 8

FISCALITE REGLEE EN NATURE

La quantité de Gaz résultant de la différence entre la quantité transportée pour JJJ, déterminée conformément à l'Article 7 ci-dessus, et la quantité livrée par SONATRACH à ETAP, et cédée par celle-ci à JJJ, déterminée conformément à l'Article 4 ci-dessus, constituera chaque Mois la quote-part réglée en nature de la fiscalité revenant à l'Etat tunisien sur la base respectivement des accords du 25 Octobre entre l'Etat tunisien et l'ENI, du 6 Mars 1991 entre l'Etat tunisien, l'ENI et la SNAM, et des Conventions.

Conformément à la "Procédure de programmation d'Enlèvement du Gaz Fiscal" (Annexe C), SOTUGAT communiquera à TTPC l'ordre de priorité pour le partage mensuel entre les contrats de chacun Acheteurs de la fiscalité enlevée en nature pendant le Mois suivant.

Sur la base de telle priorité et des quantités livrées par SONATRACH à chaque Utilisateur, conformément à l'Article 4 ci-dessus, la fiscalité réglée en nature, revenant à l'Etat tunisien et déterminée comme ci-dessus, sera répartie entre chacun Acheteurs (X,Y,Z,...) (pour l'Acheteur X (FX), pour l'Acheteur Y (FY), pour l'Acheteur Z (FZ), et) sur base mensuelle et la proportion, ainsi obtenu, sera appliquée journalièrement.

Article 9

DETERMINATION DU GAZ TRANSPORTE POUR CHAQUE ACHETEUR

La quote-part du Gaz transporté chaque Jour à partir du Point de Livraison pour chaque Acheteur (X,Y,Z,...) sera déterminée en soustrayant au volume de Gaz livré à chaque Acheteur (X,Y,Z,...) au Point de Livraison la quote-part de fiscalité enlevée en nature pour le même Acheteur, déterminée conformément à l'Article 8 ci-dessus:

$$QT_{XYZ}^i = QT_X^i + QT_Y^i + QT_Z^i$$

$$QT_X^i = QL_X^i - F_X^i$$

$$QT_Y^i = QL_Y^i - F_Y^i$$

$$QT_Z^i = QL_Z^i - F_Z^i$$

Article 10 PARTAGE DU GAZ COMBUSTIBLE ENTRE LES ACHETEURS

La quote-part de Gaz Combustible calculée à l'Article 5 ci-dessus pour les Acheteurs (X,Y,Z,...) ensemble, pour chaque station de compression, sera partagée entre les Acheteurs (X,Y,Z,...) proportionnellement à la quantité de Gaz transportée pour chacun, comme déterminée à l'Article 9 ci-dessus.

Pour le Jour i :

Station de Cap Bon

$$C_{XYZ,CB}^i = C_{X,CB}^i + C_{Y,CB}^i + C_{Z,CB}^i$$

$$C_{X,CB}^i = C_{XYZ,CB}^i \cdot \frac{QT_X^i}{QT_{XYZ}^i}$$

$$C_{Y,CB}^i = C_{XYZ,CB}^i \cdot \frac{QT_Y^i}{QT_{XYZ}^i}$$

$$C_{Z,CB}^i = C_{XYZ,CB}^i \cdot \frac{QT_Z^i}{QT_{XYZ}^i}$$

Station de Korba

$$C_{XYZ,KO}^i = C_{X,KO}^i + C_{Y,KO}^i + C_{Z,KO}^i$$

$$C_{X,KO}^i = C_{XYZ,KO}^i \cdot \frac{QT_X^i}{QT_{XYZ}^i}$$

$$C_{Y,KO}^i = C_{XYZ,KO}^i \cdot \frac{QT_Y^i}{QT_{XYZ}^i}$$

$$C_{Z,KO}^i = C_{XYZ,KO}^i \cdot \frac{QT_Z^i}{QT_{XYZ}^i}$$

Station de Sbikha

$$C_{XYZ,SB}^i = C_{X,SB}^i + C_{Y,SB}^i + C_{Z,SB}^i$$

$$C_{X,SB}^i = C_{XYZ,SB}^i \cdot \frac{QT_X^i}{QT_{XYZ}^i}$$

$$C_{Y,SB}^i = C_{XYZ,SB}^i \cdot \frac{QT_Y^i}{QT_{XYZ}^i}$$

$$C_{Z,SB}^i = C_{XYZ,SB}^i \cdot \frac{QT_Z^i}{QT_{XYZ}^i}$$

Station de Sbeitla

$$C_{XYZ,SBE}^i = C_{X,SBE}^i + C_{Y,SBE}^i + C_{Z,SBE}^i$$

$$C_{X,SBE}^i = C_{XYZ,SBE}^i \cdot \frac{QT_X^i}{QT_{XYZ}^i}$$

$$C_{Y,SBE}^i = C_{XYZ,SBE}^i \cdot \frac{QT_Y^i}{QT_{XYZ}^i}$$

$$C_{Z,SBE}^i = C_{XYZ,SBE}^i \cdot \frac{QT_Z^i}{QT_{XYZ}^i}$$

Station de Fériana

$$C_{XYZ,FE}^i = C_{X,FE}^i + C_{Y,FE}^i + C_{Z,FE}^i$$

$$C_{X,FE}^i = C_{XYZ,FE}^i \cdot \frac{QT_X^i}{QT_{XYZ}^i}$$

$$C_{Y,FE}^i = C_{XYZ,FE}^i \cdot \frac{QT_Y^i}{QT_{XYZ}^i}$$

$$C_{Z,FE}^i = C_{XYZ,FE}^i \cdot \frac{QT_Z^i}{QT_{XYZ}^i}$$

Article 11

PARTAGE DU GAZ NON COMPTABILISE ENTRE LES ACHETEURS

La quote-part de Gaz Non Comptabilisé calculée à l'Article 6 ci-dessus pour les Acheteurs (X,Y,Z,...) ensemble sera partagée, pour chaque Jour, entre les Acheteurs (X,Y,Z,...) proportionnellement à la quantité de Gaz transportée pour chacun, comme déterminée à l'Article 9 ci-dessus :

$$NC_{XYZ}^i = NC_X^i + NC_Y^i + NC_Z^i$$

$$NC_X^i = NC_{XYZ}^i \cdot \frac{QT_X^i}{QT_{XYZ}^i}$$

$$NC_Y^i = NC_{XYZ}^i \cdot \frac{QT_Y^i}{QT_{XYZ}^i}$$

$$NC_Z^i = NC_{XYZ}^i \cdot \frac{QT_Z^i}{QT_{XYZ}^i}$$

Article 12

DETERMINATION DU GAZ LIVREE PAR TTPC AUX ACHETEURS

La quote-part de Gaz livré chaque Jour aux Acheteurs (X,Y,Z,...) au Point d'Enlèvement Mazara del Vallo sera déterminée en soustrayant au volume de Gaz transporté pour chaque Acheteur (X,Y,Z,...) calculé à l'Article 9 ci-dessus, la quote-part de Gaz Non Comptabilisé et de Gaz Combustible de chacun:

$$QE_X^i = QL_X^i - F_X^i - NC_X^i - C_{X,FE}^i - C_{X,SB}^i - C_{X,CB}^i$$

$$QE_Y^i = QL_Y^i - F_Y^i - NC_Y^i - C_{Y,FE}^i - C_{Y,SB}^i - C_{Y,CB}^i$$

$$QE_Z^i = QL_Z^i - F_Z^i - NC_Z^i - C_{Z,FE}^i - C_{Z,SB}^i - C_{Z,CB}^i$$

Article 13
LOI DE LA PROCEDURE DE PARTAGE ET REGLEMENT DES LITIGES

La Procédure de Partage est régie par la loi tunisienne dans la mesure où celle-ci n'est pas contraire à une règle fondamentale de droit international généralement admise. En cas de contrariété la règle générale de droit international devient applicable.

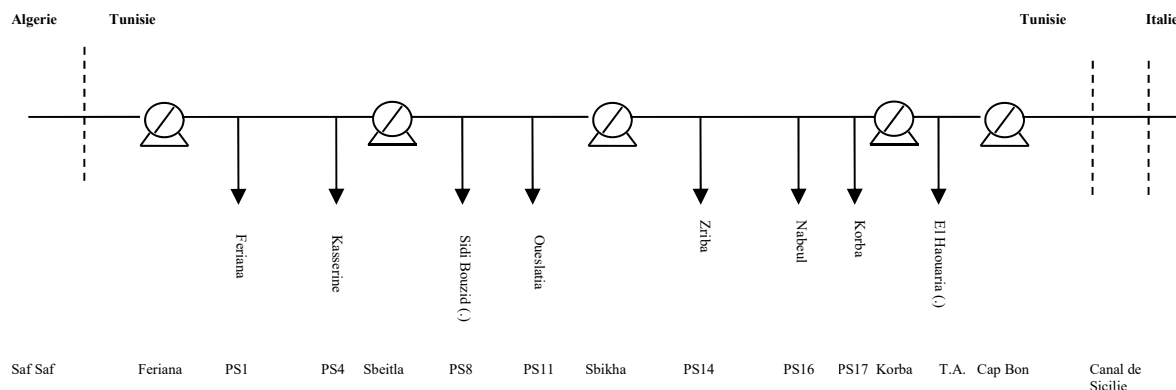
Tout différend découlant de l'interprétation de la présente Procédure de Partage seront tranchés définitivement à Paris suivant le Règlement d'Arbitrage de la Chambre de Commerce Internationale, par trois (3) arbitres nommés conformément à ce Règlement. L'arbitrage se fera en langue française.

Article 14
DIVERS

- 1) Les variations du volume de Gaz contenu dans le Gazoduc seront prises en compte seulement à chaque début et fin d'un contrat de transport en partageant entre les Utilisateurs comme Gaz Non Comptabilisé l'éventuelle différence de line pack entre le début et la fin des enlèvements.
- 2) La Procédure de Partage sera dûment modifiée sur la base des mêmes principes en cas de variation de la configuration du Gazoduc indiquée à l'Annexe A ou en cas de variation de la Existing Procédure de Partage.
- 3) Les résultats du calcul de partage seront arrondis au m³.
- 4) Les Annexes suivantes font partie intégrante de la Procédure de Partage:
 - A) Configuration du Gazoduc
 - B) Dispositions Opérationnelles
 - C) Procédure de Programmation d'Enlèvement du Gaz Fiscal.
- 5) Toute modification à la Procédure de Partage se fera par écrit par un avenant.
- 6) La Procédure de Partage est rédigée en langue française.

ANNEXE A du Annex F

CONFIGURATION DU GAZODUC



Les piquages JJJ de PS et T.A. indiqués par (.) ne sont pas opérationnels.

ANNEXE B du Annex F

DISPOSITIONS OPERATIONNELLES

Dans le but de permettre à TTPC d'effectuer les calculs pour la rédaction du "Rapport Mensuel", les dispositions suivantes seront adoptées:

- 1) Pendant le mois M, objet du Partage, chaque Acheteur transmettra, chaque mardi, à TTPC, et pour connaissance à SOTUGAT, ses programmes de transport au point de livraison de Oued Saf Saf, valables du dimanche de la même semaine au samedi suivant et détaillés sur une base journalière, selon les dispositions contenues dans les contrats de transport et la "Procédure de Programmation d'Enlèvement du Gaz de Fiscalité en Tunisie". S'il y aura des modifications aux programmes hebdomadaires, il faudra les communiquer à TTPC, et pour connaissance à SOTUGAT, selon les dispositions des contrats de transport. Les Acheteurs (X,Y,Z,...) ayant plus contrats devraient aussi indiquer la répartition des quantités globales transportées pour chacun entre les leurs contrats.
- 2) JJJ communiquera à TTPC, et pour connaissance à SOTUGAT, au plus tard le deuxième Jour du Mois suivant le Mois objet du Partage, la quantité de Gaz enlevée chaque Jour par JJJ aux Points d'Enlèvement, et ce afin de permettre le respect des dispositions de l'article 3 (paragraphe d) du Protocole d'Accord.
- 3) Dans les 2 premiers Jours qui suivent la fin du Mois auquel le calcul de réfèrent :
 - a) Les Acheteurs communiquerons ou feront communiquer à TTPC la quantité totale et le pouvoir calorifique supérieur du Gaz livré chaque Jour par SONATRACH à la frontière tuniso-algérienne, et les données concernant la répartition de ladite quantité entre ETAP d'un coté et les Acheteurs de l'autre.
 - b) Les Acheteurs communiquerons ou feront communiquer à TTPC la quantité de Gaz enlevée chaque Jour à Mazara del Vallo par les Acheteurs (X,Y,Z,...). Au cas où des pertes de gaz se vérifient dans le Gazoduc TMPC entre Cap Bon et Mazara del Vallo, les Acheteurs (X,Y,Z,...) feront le nécessaire pour obtenir par TMPC le volume des quantités perdues pour qu'il soit ajouté dans les calculs au volume total enlevé à Mazara del Vallo.
 - c) SOTUGAT transmettra à TTPC une confirmation ou une variation de l'ordre de priorité d'enlèvement du Gaz fiscal en nature précédemment envoyé (voir Annexe C, "Procédure de Programmation d'Enlèvement du gaz de fiscalité en Tunisie"), pour chaque contrat d'achat correspondant au Mois objet du Partage.

- d) SERGAZ communiquera à TTPC la quantité de Gaz consommé chaque Jour dans chaque station de compression du Gazoduc.
 - e) TTPC exécutera tous les calculs conformément à la Procédure de Partage et il rédigera la Fiche de Calcul et le Bilan Mensuel et le Rapport Mensuel. Sur requête de chaque Acheteur, TTPC rédigera les susdits documents en autant d'exemplaires que les contrats du même Acheteur.
 - f) Les Acheteurs (X,Y,Z,...), SOTUGAT, JJJ et TTPC signeront le Rapport Mensuel.
- 4) A défaut d'une donnée quelconque TTPC effectuera tous les calculs en utilisant des données provisoires. Dès que toutes les données seront disponibles, TTPC effectuera les calculs définitifs.

ANNEXE C du Annex F

PROCEDURE DE PROGRAMMATION D'ENLEVEMENT DU GAZ DE FISCALITE EN TUNISIE

INDEX

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Article 2	PROCEDURE DE PROGRAMMATION D'ENLEVEMENT DU GAZ FISCAL
Article 3	DUREE DE L'APPLICATION DE LA PROCEDURE DE PROGRAMMATION
Article 4	DIVERS

Article 1

OBJET DE LA PROCEDURE DE PROGRAMMATION

Les dispositions de la présente Procédure de Programmation sont basées sur les mêmes principes de la « Procédure de Programmation » entre la Existing Procédure de Partage dument modifiée pour inclure le SHIPPER comme Acheteur (ayant conclu le présent Contrat de « subletting » pour le transport à travers le Gazoduc avec Eni, qui a déjà un contrat de transport à travers le Gazoduc avec TTPC et que a réservé une partie de ce contrat de transport pour le SHIPPER).

L'objet de cette Procédure de Programmation est de mettre en place une méthode de programmation d'enlèvement du Gaz fiscal en nature, pour permettre à chaque Utilisateur de programmer d'une façon plus précise sa quantité de Gaz à faire transporter à travers le Gazoduc.

Article 2

PROCEDURE DE PROGRAMMATION D'ENLEVEMENT DU GAZ FISCAL

La Procédure de Programmation est définie comme suit :

- 2.1 Avant le 15 du mois M-1 :
 - a. Chaque Acheteur hormis ETAP transmet à SOTUGAT et, en tant qu'Utilisateur, à TTPC ses programmes d'enlèvement au point de livraison de Oued Saf Saf, pour chaque contrat d'achat, correspondants au mois M. Ces programmes doivent être exprimés en Cm³ (mètre cube contractuel) et détaillés sur une base journalière.
 - b. Chaque Acheteur transmet à SOTUGAT les prix prévisionnels du Gaz, correspondants au mois M, pour chaque contrat d'achat.

Toute variation significative des prix réels appliqués à la fin du mois M par rapport aux prix prévisionnels communiqués entraînera une modification de l'ordre de priorité d'enlèvement du Gaz fiscal.
- 2.2 Avant le 20 du mois M-1 :
 - a. JJJ transmet à SOTUGAT et TTPC ses programmes de transport (pour son compte et pour compte ETAP) et à titre indicatif ses programmes globaux d'enlèvement pour le mois M, détaillés sur une base journalière.
 - b. SOTUGAT transmet aux Utilisateurs et à TTPC l'ordre de priorité d'enlèvement du Gaz fiscal en nature, pour chaque contrat d'achat, correspondant au mois M.
- 2.3 Avant le 1er jour du mois M :

TTPC transmet aux Utilisateurs, sur la base des points 2.1) et 2.2), les prévisions d'enlèvement du Gaz fiscale en nature, pour chaque contrat d'achat, correspondants au mois M, sur une base journalière. Ces prévisions sont communiquées à titre indicatif et ils seront établies selon les principes de la Procédure de Partage.

Pour obtenir une meilleure précision et un affinement progressif des prévisions d'enlèvement du Gaz fiscal, les points 2.1 a), 2.2a) et 2.3) susmentionnés seront actualisés chaque semaine du mois M comme suit :

- 2.4 Chaque mardi avant dix huit heures (heure italienne) :
Chaque Acheteur transmet à SOTUGAT, et, en tant qu'Utilisateur, à TTPC, ses programmes d'enlèvement à Oued Saf Saf, valable du dimanche de la même semaine au samedi suivant. Ces programmes doivent être exprimés en Cm³ (mètre cube contractuel) et détaillés sur une base journalière.
- 2.5 Chaque mercredi avant dix huit heures (heure italienne) :
JJJ transmet à TTPC et SOTUGAT et à titre indicatif ses programmes d'enlèvement, valable du dimanche de la même semaine au samedi suivant. Ces programmes doivent être exprimés en Cm³ (mètre cube contractuel) et détaillés sur une base journalière.
- 2.6 Chaque vendredi avant onze heures (heure italienne) :
TTPC, sur la base des données relatives aux points 2.4) et 2.5) ci-dessus, transmet à chaque Utilisateur les prévisions d'enlèvement du Gaz fiscal en nature, pour chaque contrat d'achat, correspondantes à la semaine suivante. Ces prévisions seront établies sur une base journalière par TTPC selon les principes de la Procédure de Partage.
- 2.7 Pour toute modification imprévue de son programme d'enlèvement, chaque Utilisateur est tenu d'informer TTPC et SOTUGAT immédiatement.

Article 3 DUREE DE L'APPLICATION DE LA PROCEDURE DE PROGRAMMATION

Cette Procédure de Programmation restera valable jusqu'au 30 Septembre 2019.

Article 4 DIVERS

- 4.1 La Procédure de Programmation sera dûment modifiée sur la base des mêmes principes en cas de variation de la configuration du Gazoduc indiquée à l'Annexe A ou en cas de variation de la « Procédure de Programmation » entre la Existing Procédure de Partage.
- 4.2 Les résultats du calcul de partage seront arrondis au m³.
- 4.3 Toute modification à la Procédure de Programmation se fera par écrit par un avenant.
- 4.4 La Procédure de Programmation est rédigée en langue française.