

**UTILITIES AND SERVICES
SUPPLY AGREEMENT
BETWEEN
ROSEN ROSIGNANO S.p.A.
AND
SOLVAY S.A.**

[Handwritten mark]

[Handwritten mark]

This Agreement made by and among :

ROSEN ROSIGNANO ENERGIA S.p.A., a Company duly registered and existing under the laws of the Republic of Italy, having its registered office in ROSIGNANO MARITTIMO, Via Piave 6, referred to as ROSEN, represented by its Managing Director, Ing. Jean Venturini.

and

SOLVAY S.A., a limited Company duly registered and existing under the laws of the Kingdom of Belgium, having its main registered office in Brussels (**Belgium**), and a secondary registered office in ROSIGNANO MARITTIMO, Via Piave 6, referred to as SOLVAY, represented by its General Representative in Italy, Ing. Georges Theys.

(ROSEN and SOLVAY shall each be referred to as a "Party" and collectively as "Parties")

shall be effective as of the date described at Article 3 hereof.

Whereas, ROSEN plans to build a combined heat and power generation plant, referred to as the CHP PLANT, on a piece of land made available under a "contratto di superficie" by SOLVAY and located within the SOLVAY facility of ROSIGNANO MARITTIMO.

Whereas, SOLVAY steam requirements will be supplied by ROSEN under a Steam Supply Agreement of even date hereof attached hereto as appendix 3.

Whereas, the industrial operation of the CHP PLANT requires utilities, as described in Article 4.1 hereof, and in particular a continuous supply of demineralized and sea waters.

Whereas, ROSEN will lease from SOLVAY an adapted HP3 boiler which will be put at ROSEN disposal for use at the Commercial Operation Date,

Whereas the industrial operation of this HP3 boiler requires utilities,

Whereas, ROSEN plans to finance the investments associated with the production and/or transportation of its utility requirements.

Whereas, SOLVAY is already involved in the production or handling of the above mentioned utilities at its facility located in ROSIGNANO MARITTIMO and is willing to provide certain utilities to ROSEN under the terms and conditions of this contract to ensure its steam supply as per the Steam Supply Agreement and to allow ROSEN to produce electricity for sale to ENEL.



Whereas, the industrial operation of the **CHP PLANT** and of the **HP3** boiler requires a range of services.

Whereas, **SOLVAY** is currently able to provide some services, listed in Article 4.2 hereof, at its facility located in **ROSIGNANO MARITTIMO** and is willing to provide certain services to **ROSEN** under the terms and conditions of this contract to ensure its steam supply as per the Steam Supply Agreement and to allow **ROSEN** to produce electricity for sale to **ENEL**.

Now therefore, **ROSEN** and **SOLVAY** hereby agree on the following.

Article 1 - Nature of the Agreement

This Agreement sets forth the terms and conditions for the purchase and sale of the utilities, as well as for the provision of services, described in Article 4 hereof and accordingly constitutes a legal, valid, binding and enforceable agreement of the Parties to those terms and conditions.

Article 2 - Obligations of the Parties

- 2.1. Commencing at the Commercial Operation Date of the **CHP PLANT**, notified by **ROSEN** to **SOLVAY** as specified in Article 3(a) hereof, **SOLVAY** shall sell to **ROSEN** and **ROSEN** shall purchase from **SOLVAY** its requirements for the utilities listed in Article 4.1.

Under the terms and conditions of Article 3(b) hereof, utilities required by **ROSEN** between the Commencement Date and the Commercial Operation Date of the **CHP Plant** shall also be purchased from **SOLVAY** under this Agreement.

- 2.2. From the Commencement Date and according to the terms and conditions set forth in this Agreement, **SOLVAY** shall render to **ROSEN** a range of services currently available at its facility located in **ROSIGNANO MARITTIMO**.



Article 3 - Term of the Agreement

The obligations under this Agreement do constitute legally binding commitments of the Parties from the date of signing of this agreement it being understood that :

- (a) This Agreement shall be effective as of the Commercial Operation Date of the **CHP PLANT**, as notified by **ROSEN** to **SOLVAY** according to the procedure described in Article 21 hereof, and shall have a term of 20 (twenty) years from Commercial Operation Date provided that the termination date shall not occur later than **31.12.2019**.
- (b) Notwithstanding the foregoing, in order to account for the utilities and some of the services under Article 4.2. required by **ROSEN** during the construction, commissioning, testing and start-up of the **CHP PLANT**, this Agreement shall come into force, to the extent necessary for this purpose on the Commencement Date. **SOLVAY** commitment to provide utilities during the construction, the commissioning and testing of the **CHP PLANT** shall be according to the specifications set forth in Article 5.1. **SOLVAY** commitment to supply utilities and services during the construction period shall be limited to what is stipulated in Article 5.3. During commissioning and testing **SOLVAY** shall make its reasonable efforts to supply the utilities and services needed by **ROSEN**.

Article 4 - Definition of the Utilities and Services

4.1. Utilities

The daily operation of the **CHP PLANT** and of the **HP3** boiler requires the supply of the following utilities :

- demineralized water
- sea water
- condensâtes
- industrial water
- nitrogen
- 380 V electrical power, 6 kV electrical power
- fire water
- drinking water.

These utilities shall be supplied by **SOLVAY** to **ROSEN**, under the specifications and conditions set forth in Articles 5.1 and 7 hereof.



4.2. Services

Because of the **CHP PLANT** location within the existing SOLVAY facility at **ROSIGNANO MARITTIMO**, SOLVAY shall render a range of services to ROSEN at the terms and conditions of this Agreement. These services can be split into two different categories :

- general services (see table 1)
- services available upon request (see table 2).

Table 1 : General services currently available at the SOLVAY facility located in ROSIGNANO MARITTIMO

Security
First Aid Medical Care
Safety/Fire Department
Access to SOLVAY facilities : - Restaurant
- Parkings
- Switchboard operator
- Hostess.

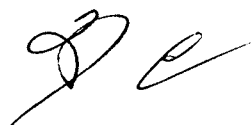
Training (limited to SOLVAY plant policy and procedures).

These general services will be made available to ROSEN as long as SOLVAY maintain them for its own needs during the term of this Agreement

Table 2 : Services currently available upon request at the SOLVAY facility located in ROSIGNANO MARITTIMO

Human Resources Management
Laboratory
Purchasing
Drafting/Engineering
Warehousing
Workshop
UTIF
Public Relations
Quality Management.

Moreover, the **CHP PLANT** will produce liquid effluents that SOLVAY agrees to transport to their discharge location, under the specifications and conditions set forth in Articles 5.2.2 and 7 hereof.



Article 5 - Commitments and Specifications

5.1. Utilities

5.1.1. Demineralized water

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its demineralized water requirements for the CHP PLANT and the adapted HP3 boiler, (the "PLANT").

Specifications :

Maximum flowrate : 290 m³/h
Temperature : 70 °C +/- 5 °C
Minimum pressure : 1.9 barg
pH : 6 - 8

Conductivity < 0.3 µS/cm
SiO₂ < 0.02 ppm
Na+K < 0.01 ppm
Fe < 0.02 ppm
Cu < 0.003 ppm

SOLVAY shall supply the demineralized water and the condensate in such aggregate quantities as to meet the requirements of SOLVAY for the supply of steam by ROSEN including a margin to cover losses of 3 %.

5.1.2. Sea water

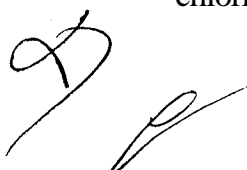
ROSEN shall be supplied with its sea water requirements through SOLVAY pumping and transport facilities.

a) Specifications :

Maximum flowrate : 1 600m³/h
Rated pressure : 2.1 barg
Pressure range : 1.7 to 2.1 barg, referred to 8.4 meters above sea level

Chlorine injection at the sea water pumping station :

- three daily injections of 25 (twenty five) minutes each
- chlorine concentration set at 2 ppm.



b) Typical data for sea water are listed hereafter and are provided **for information only.**

Daily minimum inlet temperature : 11 °C
 Daily average inlet temperature : 19 °C
 Daily maximum inlet temperature : 27 °C
 pH : 8 - 8.5
 Average saltness : 39 000 mg/l

Composition :

Cl 20 000 mg/l
 Na 11 000 mg/l
 Mg 1 300 mg/l
 Ca 500 mg/l
 SO4 2 800 mg/l

5.1.3. Condensâtes

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, the condensâtes from the SOLVAY facility.

The condensâtes from the SOLVAY plant shall represent around 40 (forty) percent on a yearly average of SOLVAY average steam off-take.

Specifications :

Maximum condensate flowrate from the SOLVAY facility : 186 t/h
 Temperature : 180 °C + 0 °C - 2 %
 Rated pressure : 9 barg
 Pressure range : 8 - 17 barg
 pH : 8.5 - 9.5
 Rated conductivity : 2.5 µS/cm
 Conductivity range : 2 - 3.5 µS/cm
 Rated Na : 0.1 mg/l
 K < 0.1 mg/l

SOLVAY shall be entitled to compensate for any shortfall in condensâtes or for condensâtes pollution by make-up demineralized water, under the specifications set up in Article 5.1.1.



5.1.4. Industrial water

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its industrial water requirements for the PLANT.

Specifications :

Maximum flowrate : 100 m³/h (on a not continuous manner)
Minimum pressure : 2 barg
Total hardness : 500 - 700 mg eq.CaCO₃/l
NaCl : 300 - 600 mg/l
Temperature : ambient

5.1.5. Nitrogen

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its spot nitrogen requirements for **inerting** the PLANT (i.e. the recovery steam boilers).

Specifications :

Maximum flowrate : 200 Nm³/h
Pressure : 2.8 - 4 barg
Oxygen content : < 4 ppm
Temperature range : 5 - 10 °C

5.1.6. 380 V electrical power

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its 380 V electrical power requirements for the natural gas metering station, the 380 kV substation and the gas-oil storage area.

ROSEN maximum electrical power requirements :

- natural gas metering station : 5 kVA
- 380 kV substation : 1 x 300 kVA
- gas-oil storage area : 80 kVA
- voltage : 380 V, triphasé, 50 HZ.

5.1.7. 6 kV electrical power

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its 6 kV electrical power requirements for operation of the **HP3** boiler.

ROSEN maximum electrical power requirements : 1 800 kVA.



5.1.7. Fire water

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its fire water requirements for the PLANT and the gasoil storage area.

Specifications :

ROSEN maximum demand flowrate :

- gas turbine area : 100 m³/h
- gasoil storage area : 150 m³/h

Rated pressure : 5 barg

Pressure range : 4.5 - 6 barg

5.1.8. Drinking water

ROSEN commits to purchase from SOLVAY, which in return commits to sell to ROSEN, its drinking water requirements for the PLANT.

Specifications :

Maximum flowrate : 10 m³/h

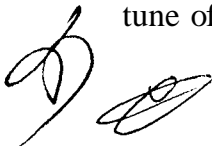
Pressure : 3 bar

5.2. Services

5.2.1. Plant Services

5.2.1.1. The services listed under Article 4.2. Table 1 will be rendered on a free of charge basis, and shall continue as long as SOLVAY maintains them for its own use. If SOLVAY intends to discontinue the Safety / Fire Department Service, Security or Medical Care Services for its own use, it shall give ROSEN a six months prior notice.

5.2.1.2. SOLVAY is currently prepared to make available to ROSEN the services listed in Table 2 of Article 4.2. In return, ROSEN commits to signify to SOLVAY, according to the procedure set forth in Article 21, the services it plans to request from SOLVAY at least 12 (twelve) months before the effective date of this Agreement, as described in Article 3(a), and in any case no later than July 1, 1996. SOLVAY shall then confirm which services are still available at its facility located in ROSIGNANO MARITTIMO at the time of the request and it is ready to supply.



Each Party shall be entitled to review the scope of supply for services under Table 2 of Article 4.2. at any time throughout the term of this Agreement, providing that the requesting Party has given a minimum notice of 12 (twelve) months to the other Party according to the procedure described in Article 21.

5.2.2. Liquid effluent transportation

SOLVAY shall transport the liquid effluents produced by the **CHP PLANT**, providing they are collected in four independent systems :

- a storm/rain water drain;
- a domestic sewage, equipped with an **Imhoff** settling tank;
- an industrial water drain, equipped with a skimmer;
- a sea water cooling water blowdown.

The above listed effluents shall be in accordance with Italian Law 319/76, Tabella A and any modification thereof. Sampling points on each system shall be made available by ROSEN and access to these sampling points shall be granted to SOLVAY.

ROSEN shall be responsible for obtaining and maintaining the necessary permits from the relevant authorities to discharge its liquid effluents in the SOLVAY waste water system. SOLVAY will assist ROSEN in securing these permits. Notwithstanding SOLVAY commitment to transport the **CHP PLANT** liquid effluents, ROSEN shall remain owner of these effluents and shall therefore remain liable for any environmental pollution or any other consequences, damages whatsoever, caused by the **CHP PLANT** effluents and for violation of any Italian law regarding liquid effluent transportation, discharge or disposal. Notwithstanding the above provisions, SOLVAY shall be entitled to cease the liquid effluent transportation should it be advised or directed by any authority or court to put a temporary or final end to liquid effluent transportation, discharge or disposal associated with the activities of ROSEN and SOLVAY shall notify ROSEN as soon as possible.

SOLVAY shall have the right to have a recognized external laboratory sample and analyze ROSEN liquid effluents, at any time, at its own expenses. In case of non compliance with the applicable regulations evidenced by the result of the analysis and subject to notification of said result to ROSEN, SOLVAY shall have the right to suspend the transportation.

SOLVAY shall have the right to ask ROSEN to install continuous analyzers if such analyzers are necessary to verify that ROSEN is complying with applicable regulations. Upon such request ROSEN shall install the analyzers as soon as possible at ROSEN cost.



ROSEN shall pay directly to the relevant authorities all taxes, duties or similar charges imposed on liquid effluent transportation, discharge or disposal.

The required specifications for SOLVAY to carry out the transportation of ROSEN **CHP PLANT** liquid effluents are :

- Maximum flowrate : 2 000 m³/h
- Maximum temperature : 35 °C
- Rated pressure : 0 barg
- Salinity : maximum cooling tower concentration factor set at 1.5
- Compliance with Italian Law 319/76 and any modification thereof.

5.3. SOLVAY shall made available to ROSEN the services of Article 4.2., table 2 during the construction and shall supply the following utilities to the construction areas until Taking-Over date :

- Drinking water : up to 6 m³/h
- 380 V Electrical power : up to 1 850 kVA

Article 6 - Utilities Ownership Transfer Point - Metering

6.1. Utilities ownership transfer point

Except as provided in Article 5.2.2 for the liquid effluents, title and risk of loss to the quantities received from and/or supplied to the other Party under this Agreement shall pass from the supplying Party to the purchasing Party at the delivery points located at the battery limits defined for :

- demineralized water, sea water, industrial water, nitrogen and condensate return on drawing R207025, IV (CHP PLANT)
- drinking water on drawing R207003, I (CHP PLANT)
- fire water on drawings R 80000/8 (gas turbine area, gas-oil storage area)
- 380 V electric power on drawing R 80000/7 (natural gas metering station, 380 kV substation, gas-oil storage area)
- 6 kV electric power on drawing R 207151
- utilities for the adapted HP3 boiler on drawing R 207149.

These drawings are enclosed herewith in appendix 3.



6.2. Metering

SOLVAY shall own and install metering equipments to monitor the quantity of each utility delivered to ROSEN.

Meters will be located as close as feasible to the delivery points indicated on the drawings mentioned in Article 6.1.

Meters shall be installed, tested and calibrated according to a procedure to be set up between the Parties. Appropriate payment adjustments shall be made according to the above mentioned procedure if it is found during a test or calibration that the meters were not functioning within their accuracy range.

Upon ROSEN request a procedure to check the specifications of the utilities will be agreed between the parties.

For supplies of utilities in limited quantities to ROSEN, the Parties shall agree on the method of metering or estimating the consumptions within 3 months from the Effective Date.

Article 7 - Pricing

The reference prices for utilities and services provided by SOLVAY to ROSEN and described in Articles 5.1 and 5.2 are set forth in appendices 1 and 2 respectively.

Article 8 - Demineralized water tank

SOLVAY agrees to use, exclusively for the supply of ROSEN, an existing demineralized water tank (useful capacity 800 cubic meters) that will be maintained full of demineralized water.

In case the demineralized water contained in the hereabove tank would have been totally used to supply ROSEN or in case the content of this tank is polluted, SOLVAY agrees to use in priority for the supply of ROSEN another demineralized water tank (useful capacity 800 cubic meters) to the extent necessary. If ROSEN elects to receive demineralized water from this other tank, the specifications of Article 5.1.1. and Article 8 bis shall not apply.



Article 8 bis - Right of refusal

ROSEN shall have the right to refuse demineralized water if the specifications of article 5.1.1. regarding pH, conductivity, SiO₂, Na + K, Fe, Cu are not met.

ROSEN shall have the right to refuse condensates if the specifications of Article 5.1.3. regarding pH, conductivity, Na and K are not met.

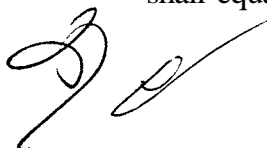
Article 9 - Invoicing and Payment

9.1. Utilities

- (a) SOLVAY will read its meters at the end of each quarter and will deliver to ROSEN, before the fifteenth day of the first month following the end of the quarter a document listing the readings of the utility meters and invoicing the amounts payable by ROSEN. ROSEN shall be invited and entitled to attend the reading of the meters.
- (b) ROSEN will pay to SOLVAY the invoiced amounts within 30 (thirty) days from the last day of the month of reception of the invoice. All payments will be made in Italian Lira.
- (c) If ROSEN fails to pay the amount shown on the invoice on or before the due date, interest on such amount shall be charged to ROSEN based on the Prime rate ABI plus 0.5 %, calculated from the due date until such payment has been made in full.
- (d) All payments by ROSEN shall be made in full, without any set-off withholding or deduction of any amount.

9.2. Services

- (a) SOLVAY will compute the time spent by the SOLVAY personnel dedicated to ROSEN for supplying the services listed in Table 2 of Article 4.2. of this Agreement and will deliver quarterly to ROSEN, before the fifteenth day of the month following the end of the quarter, a billing documentation listing the computed times for each category of personnel and invoicing the amounts payable by ROSEN.
- (b) Payment conditions set forth for utility invoices in Article 9.1 hereabove shall equally apply to invoices related to the supply of services.



- 9.3. In case an invoiced amount is disputed **ROSEN** shall only be held to pay to **SOLVAY** the undisputed amount without penalty applicable to the amount under dispute.

ROSEN will deliver to **SOLVAY** a notice giving the reasons why the amount is disputed not later than twenty-five (25) days after the end of the quarter for which the disputed amount has been invoiced.

Both parties will make their best efforts to reach an amicable agreement within sixty (60) days from the end of the quarter for which the disputed amount has been invoiced. In case no agreement is reached Article 14 will apply.

Article 10 - Events of Default - Remedies

- 10.1. In case **ROSEN** fails to perform any of its material duties or obligations and **SOLVAY** shall deliver a notice of default to **ROSEN**. If **ROSEN** has not remedied such default within sixty (60) days (unless an alternative agreement has been worked out between the Parties during said period) of receipt of said notice of default then **SOLVAY** shall be entitled to stop without indemnities or compensation the delivery of such services and/or utilities for which **ROSEN** is in default until **ROSEN** has cured the default.

If any payment required to be made by **ROSEN** to **SOLVAY** as per Article 9, has not been made within ninety (90) days from the reception by **ROSEN** of a late payment notice, **SOLVAY** is entitled to suspend without indemnities or compensation delivery of such service and/or utility for which **ROSEN** has failed to make the corresponding payment.

Moreover **SOLVAY** retains the right to exercise remedies available under law or appropriate proceedings.

- 10.2. If **SOLVAY** fails to perform any of its material duties or obligations and has not remedied such default within sixty (60) days (unless an alternative agreement has been worked out between the Parties during said period) then **ROSEN** shall have the right to refrain from making any payment related to the relevant service or utility as long as the default is not remedied.

Moreover, **ROSEN** retains the right to exercise all remedies available under law or appropriate proceedings.



10.3. It is further agreed that, notwithstanding the provisions of Article 10.2 **hereinabove.**

10.3.1. in case :

- (1) **SOLVAY** is in breach of any of its material obligations under this Agreement, to supply critical utilities (**demineralized** water, sea water, fire water and 380 V power requirements), which breach, in the reasonable judgement of **ROSEN** (a) makes it or is likely to make it impossible for **ROSEN** to fulfil its material contractual obligations to produce electricity as per the "Convenzione Definitiva" and/or under the **cogeneration** status awarded to it, and/or (b) to the extent applicable, renders it or is likely to render it impracticable for **ROSEN** to preserve the achievement of the energy index **I_{en}** higher than **0.6** and
- (2) upon notice of a default for breach under 10.3.1.(1) by **ROSEN** to **SOLVAY**, **SOLVAY** fails to remedy or to propose an effective solution to remedy such breach, within 15 working days from such notice.

ROSEN has the right and option to request from **SOLVAY** the implementation by a third party agreed upon by **SOLVAY** and **ROSEN**, such agreement not to be unreasonably withheld, of any other equitable and reasonable solution to remedy in a more appropriate way such breach, assuring **ROSEN** the safe and regular availability and supply of critical utilities necessary for **ROSEN** as defined in the Agreement. **ROSEN's** solution may, if so requested by **ROSEN**, result in the elimination or reduction of **ROSEN's** dependency on **SOLVAY** for the supply of said critical utilities ("step in").

SOLVAY shall not be entitled to refuse the implementation of such equitable and reasonable solution to the extent such solution is reasonably compatible with the operational and safety requirements of **SOLVAY's** industrial installations at the **ROSIGNANO** site and with regulatory requirements.

The allocation between the parties of the costs of implementing the **ROSEN** solution shall be defined by mutual consent. If no agreement on the costs can be reached, Parties agree to implement the solution proposed by **ROSEN**, the cost allocation to be submitted for final resolution to arbitration as per Article 14.

In case the solution implies a step in by **ROSEN**, **SOLVAY's** commitment is subject to **ROSEN** not being in material, continuing and **unremedied** breach, prior to **SOLVAY's** breach under this subarticle 10.3., to supply steam in accordance with the provisions of the steam supply agreement affecting the normal operation of the **SOLVAY ROSIGNANO** plant.

10.3.2. in case :

SOLVAY is in breach of any of its material obligations under this Agreement other than a breach qualified under Article 10.3.1. (1), the provisions of Article 10.3.1. will equally be applicable, subject to substituting a remedy period of "60 working days" for "15 working days".

Article 11 - Liability

- (a) Neither Party shall be liable to the other under this Agreement for any indirect or consequential damages or losses including loss of profit, except in the case of SOLVAY wilful misconduct in the performance of the following services : Security, First Aid Medical, Safety/Fire department or in the performance of its obligations under Article 10.3.1.
- (b) In case of total lack of **demineralized** water or total refusal of **demineralized** water by ROSEN under Article 8 bis and total refusal of condensâtes by ROSEN or total lack of sea water, SOLVAY shall pay to ROSEN a penalty of 2 (two) **MITL**/hour of interruption (mid-1994 value). This limitation of liability shall not apply in case of gross negligence and wilful misconduct.
- (c) SOLVAY liability on whatsoever basis under this Agreement shall not, in any case, exceed the total of 1 (one) billion **ITL**/year (mid-1994 value). This limitation of liability shall not apply in case of gross negligence and wilful misconduct or in case of sharing the costs of **ROSEN's** solution under Article 10.3.1.
- (d) The penalty under 11.1.b. and the limitation of liability under 11.1.c. shall be escalated on a yearly basis according to the **ISTAT** index.

Article 12 - V.A.T.

The delivery of utilities and the rendering of services by SOLVAY to ROSEN shall solely be subject to value added tax, to the extent applicable in accordance with the Italian legislation.



Article 12 bis - Dates Definitions

Commencement Date means January 1st, 1995.

The Taking-Over Date is the date at which the Taking-Over Certificate has been issued or deemed to have been issued by ROSEN to ANSALDO Industria for the construction of the **CHP** Plant.

The Commercial Operation Date is the date at which the power produced by ROSEN is sold to ENEL in accordance with the Power Purchase Agreement at the full price applicable to ROSEN as per CIP 06/1992 during the full hours.

Such Dates shall be notified in writing by ROSEN to **SOLVAY**.

Article 13 - Governing laws

This Agreement will be governed and interpreted in accordance with the laws of the Republic of Italy.

Article 14 - Arbitration

The Parties agree that they shall try to settle through amicable consultations any dispute, controversy or claim arising out of or relating to the interpretation and execution of this Agreement which may arise between the Parties. If Parties are unable to settle through amicable consultations, the dispute shall be submitted upon single request in writing by the most diligent Party for arbitration pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

The arbitral tribunal shall be composed of three members unless the Parties agree on the name of the single arbitrator as per said rules. The place of arbitration shall be Milano. The language to be used in the arbitral procedures shall be Italian. The laws of Italy shall apply excluding any law or principle of law that would give precedence to the laws of another jurisdiction.

The awards of the arbitrator shall be conclusive and binding on the Parties and shall be fully enforceable in the respective countries of the Parties as the case may be. The arbitral award shall be substantiated in writing. The cost of arbitration shall be borne as stated in the award including reasonable expenses of experts and legal advisors. Parties agree to waive all challenges to the arbitral award.



Article 15 - Amendments

Amendments and modifications to this Agreement shall require written consent of all Parties hereto.

Article 16 - Waiver

The failure of either Party to require compliance with any provisions of the Agreement will not affect the Party's right to later enforce the same. Any particular waiver by either Party shall not be deemed to be a waiver by that Party of any later failure to perform any term or condition of the Agreement.

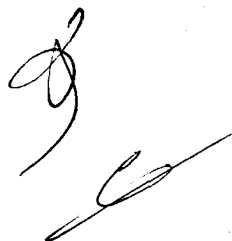
Article 17 - Severability

Should any provision of this Agreement be held to be illegal or unenforceable, in whole or in part, under any enactment, order or rule of law or arbitration decision, such provision shall to that extent be deemed not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

Any such illegality or unenforceability shall, to the extent possible, be filled in good faith by a provision which legally and economically comes closest to the desired purpose and intent of such illegal or unenforceable provision.

Article 18 - Headings

The indices, titles, subject headings and section titles of this Agreement have been added for the convenience of the Parties and are not intended to form part of the Agreement for the purposes of its interpretation.



Article 19 - "Force Majeure"

Neither Party shall be in breach of its obligations under this Agreement to the extent the performance of such obligations is delayed or prevented by "Force Majeure".

"Force Majeure" means any event or circumstance which is beyond the reasonable control of the Parties and which, notwithstanding the exercise of due diligence could not be foreseen or prevented; thus it shall include but not be limited to :

- strike, lock-out or other industrial or labour shortage, excluding however any strike which (a) is limited to the employees of the Party who is prevented from or delayed in performing its obligations under this Agreement, and (b) occurs for reasons relating only to the specific contractual and economic relationships prevailing at such Party, except for any irregular strike : i.e. a strike which satisfies the conditions (a) and (b) mentioned above, but which occurs without the giving of a prior notice in accordance with the established procedure prevailing between employers and labour unions or the occurrence of which is in conflict with any of the material terms of said procedure and/or which is not recognized by the representative labour unions at such Party;
- act of the public enemy, war, threat of war, terrorist act, blockade, revolution, coup d'Etat, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism;
- lightning, fire, storm, typhoon, flood, earthquake, landslide, epidemic or similar cataclysmic event, lack of water arising from weather or environmental problems;
- lack of supply of gas, raw water, sea water, demineralized water or other item which is not due to a failure to comply with prudent and careful industrial practice;
- explosions, fault or failure of plant and apparatus which is not due to a failure to comply with prudent and careful industrial practice,
- governmental restraint, any legislation, law, directive, regulation, rule, decree, order or other action or inaction of any local or national agency, inspectorate, ministry official or public or statutory authority.

If, by reason of "Force Majeure", either Party is prevented from performing its obligations under this Agreement then the prevented Party shall notify as soon as possible to the other Party the event causing "Force Majeure" and to which extent such "Force Majeure" affects the performance of its obligations.



The prevented Party shall use all reasonable diligence to remove or remedy the situation of "Force Majeure" except that settlement of any strike or labour dispute shall be within the discretion of the Party involved.

Failure for either Party to perform its obligations in whole or in part because of any event of "Force Majeure" shall not operate to extend the term of this Agreement or to terminate this Agreement.

Notwithstanding any provisions to the contrary, should the event of "Force Majeure" render either Party unable to fulfil its obligations for a period of 3 consecutive months, the Parties hereby shall meet to seek a suitable solution including possibly termination taking into account the interest of the Parties. If they are unable to agree on such solution within the next 3 months and if the "Force Majeure" is continuing, then either Party shall have the right to submit the matter for arbitration.

Article 20 - Waiver of Hardship

Terms and conditions of this agreement shall not be subject to any revision for hardship. The parties exclude expressly the operation of Articles 1664, 1461 and 1467 of the Codice Civile.

Article 21 - Notices

All notices required to be given to any of the Parties hereunder shall be given in writing and in the Italian language, and shall be valid and sufficient if dispatched by registered mail or telex or facsimile, with confirmation by registered mail, addressed to such Party at the following address :

To SOLVAY S.A. ROSIGNANO - 6, Via Piave
I - 57013 ROSIGNANO SOLVAY LI

To ROSEN ROSIGNANO ENERGIA S.p.A. - 6, Via Piave
I - 57013 ROSIGNANO SOLVAY LI

Each Party hereto may change its address set forth above for the purpose of this Agreement by giving a written notice to the other Party from time to time.



Article 22 - List of Appendices

Appendix 1 - Pricing of the utilities

Appendix 2 - Pricing of the services

Appendix 3 - Delivery points for utilities

which form an integral part of this Agreement

Done in two originals in ^{Milano} ~~Brussels~~ on ^{12th} ~~12th~~ December 1995

SOLVAY

Georges Theys.
SOLVAY S. A.
Il Rappresentante Generale in Italia
(Ing. Georges Theys)

ROSEN

Jean Venturini
(Member of the Board)

DELIVERY POINTS FOR UTILITIES

Drawings N° : R 207025 IV
 R 207003 I
 R 80000 / 8
 R 80000 / 7
 R 207151
 R 207149

Handwritten mark

Handwritten mark

Handwritten mark

R. 207025 IV

WBS No 01060
PIPERACK: BATTERY LIMITS

Riferim.	Numero	Denominazione	Materie	Peso unit. (Kg.)	Osservazioni
NOMENCLATURA PER APPARECCHIO					

VISTO PER APPROVAZ. D.T.	SOLVAY & C^o Società Anonima	Questo disegno è di nostra proprietà - dovrà essere ritirato dopo l'uso. Senza nostra autorizzazione non può essere riprodotto né comunicato a terzi.							
	ROSIGNANO	Modifiche (n. d'ord.)	I	II	III	IV	Disegnato SCI	Scala	
	Classifica Codice	Numero	ALLIORN	ALLIORN	ALLIORN	ALLIORN	Verificato RUC	1:50	
	SG 1A	Data	OS-5-93	02-4-93	24-5-93	2-10-93	Date	1:500	
	IG 10	Segn.	SCI	SCI	SCI	<i>low</i>	29-01-93		
	PISTA	TURBOGAS					R. 207025 IV		
	TUBAZIONI	PIPE RACK TUBAZIONI PARTICOLARE LIMITE DI BATTERIA SOLVAY MC.- ANSALDO							

SOLVAY (EP)

"T₁" Rid. $\phi 3 \times 1\frac{1}{2}$ "

LSm

R. 0

WBS No 08005
POTABLE WATER DISTRIBUTION:
PLANIMETRY AND ISOMETRIC DRAWING

Riferim.	Numero	Denominazione	Materie	Peso uni. (Kg.)	Osservazioni
----------	--------	---------------	---------	-----------------	--------------

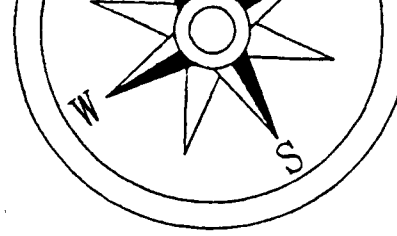
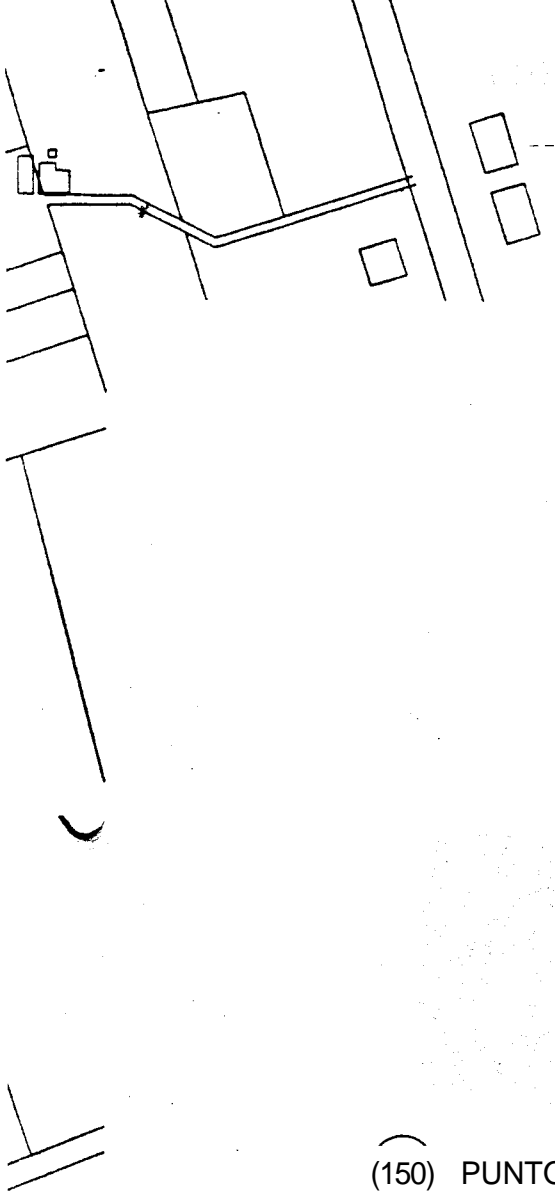
NOMENCLATURA PER APPARECCHIO

STO
PROVAZ.
T.

SOLVAY & O^a
Società Anonima

Questo disegno è di nostra proprietà - dovrà «Mr» ritornato dopo l'uso.
Senza nostra autorizzazione non può essere riprodotto né comunicato a terzi.

ROSIGNANO Classifica : Codice		Modifiche (n. d'ord.) I Numero Aggior. Data 24.12.93 Sigla CMG	Disegnato S.C.I. Verificato PUT Data 19-01-93	Scale 4:10 1:500
SG	14	TURBOGAS		p 207003
16	10			
ACQUA POTABILE		COLLETORE ACQUA POTAB. — T.G.		

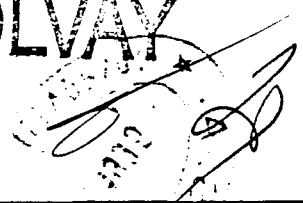


(150) PUNTO DI CONSEGNA ACQUA ANTINCENDIO (AREA TURBOGAS)
VEDI DIS. R207020

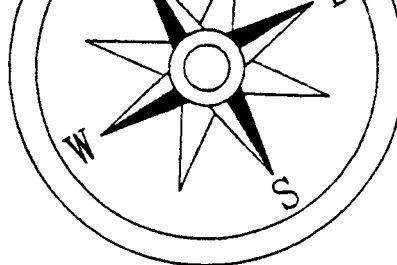
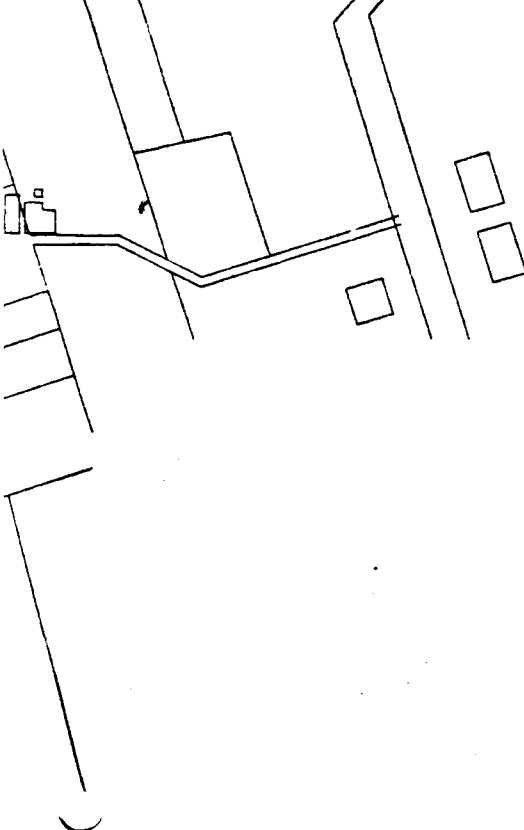
(A10) PUNTO DI CONSEGNA ACQUA ANTINCENDIO (AREA RS GASOLIO)
VEDI DIS. R28609/7

NOTE: QUESTO DISEGNO ANNULLA E SOSTITUISCE IN PARTE
IL DIS. R206979 I

PROPRIETA' SOLVAY



VISTO PER APPROVAZ. O. T.	SOLVAY S.A.		Questo disegno e' di nostra proprieta' - dovra' essere ritirato dopo l'uso. Senza nostra autorizzazione non puo' essere riprodotto ne' comunicato a terzi.				Disegnato	SIME	Scala
	ROSIGNANO		Modifiche (n. d'ord.)				Verificato	RUr	
	Classifica	Codice	Numero						
	SG	14	Data						
	IG	10	Sigla				Data	25.01.95	
	PLANIMETRIE		- PROGETTO TURBOGAS - - FORNITURA DI ACQUA ANTINCEN)IO - BATTERY LIMITS				R	80000	○
	TURBOGAS							8	

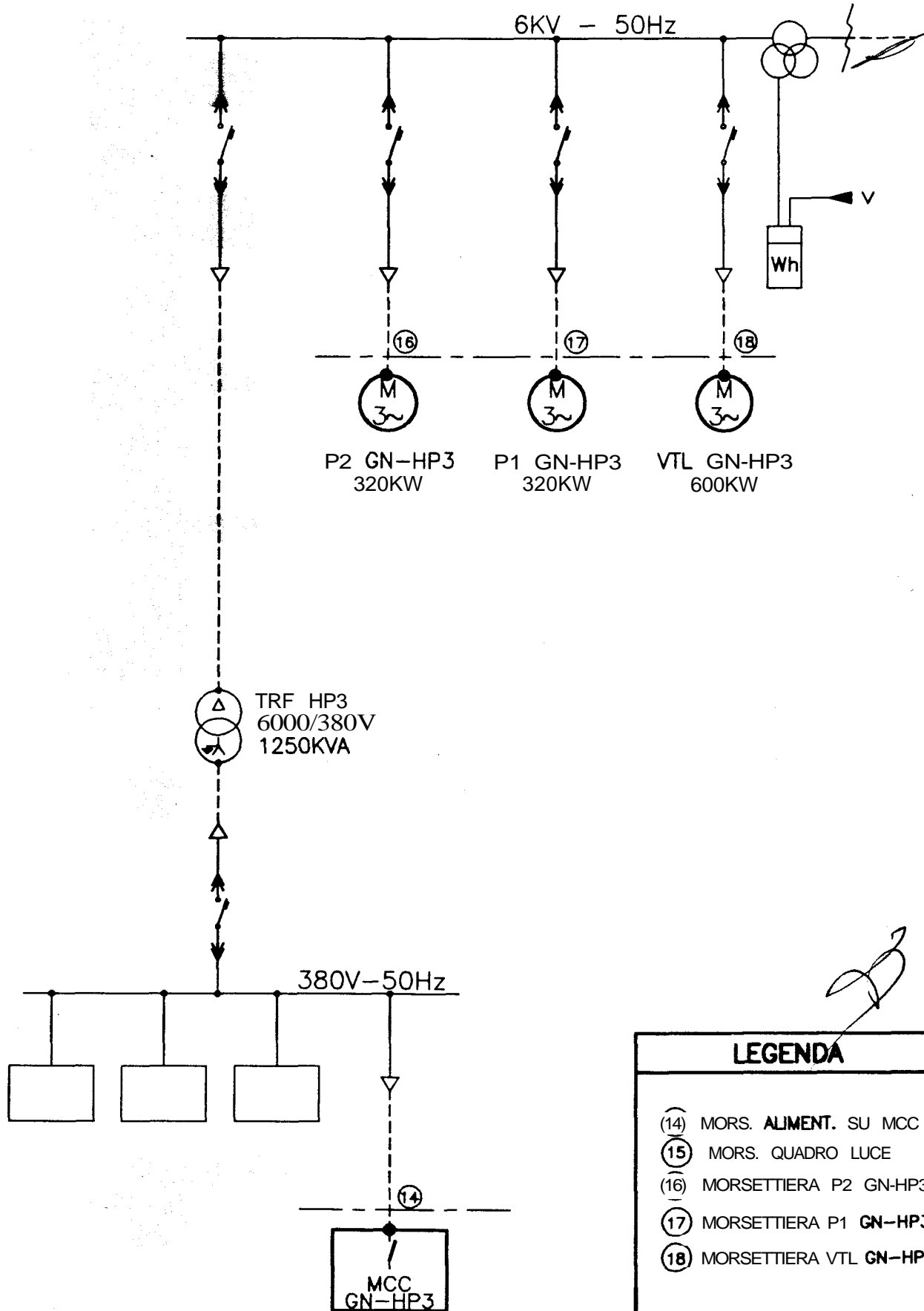


LEGENDA

- ① DISPONIBILITA' FM 380V 5KVA CIRCA
- ② DISPONIBILITA' FM 380V 80KVA CIRCA
- ③ DISPONIBILITA' FM 380V 300KVA CIRCA

[Handwritten signature]
[Circular stamp]

VISTO PER APPROVAZ. D. T.	SOLVAY S.A.	Questo disegno e' di nostra proprieta' — dovra' essere ritornato dopo l'uso. Senza nostra autorizzazione non puo' essere riprodotto ne' comunicato a terzi.							
	ROSIGNANO	Modifiche (n. d'ord.)					Disegnato SIME	Scalo	
	Classifica Codice	Numero					Verificato RUR		
	SG 14	Data					Data 25.01.95	1:2500	
	IG 10	Sigla							
	PLANIMETRIE	- PROGETTO TURBOGAS -					R	80000'	○
	TURBOGAS	- FORNITURA DI E. E. DA SOLVAY A ROSEN - BATTERY LIMITS							



LEGENDA

- (14) MORS. ALIMENT. SU MCC
- (15) MORS. QUADRO LUCE
- (16) MORSETTIERA P2 GN-HP3
- (17) MORSETTIERA P1 GN-HP3
- (18) MORSETTIERA VTL GN-HP3

SOLVAY & C.ie
Societa' Anonima

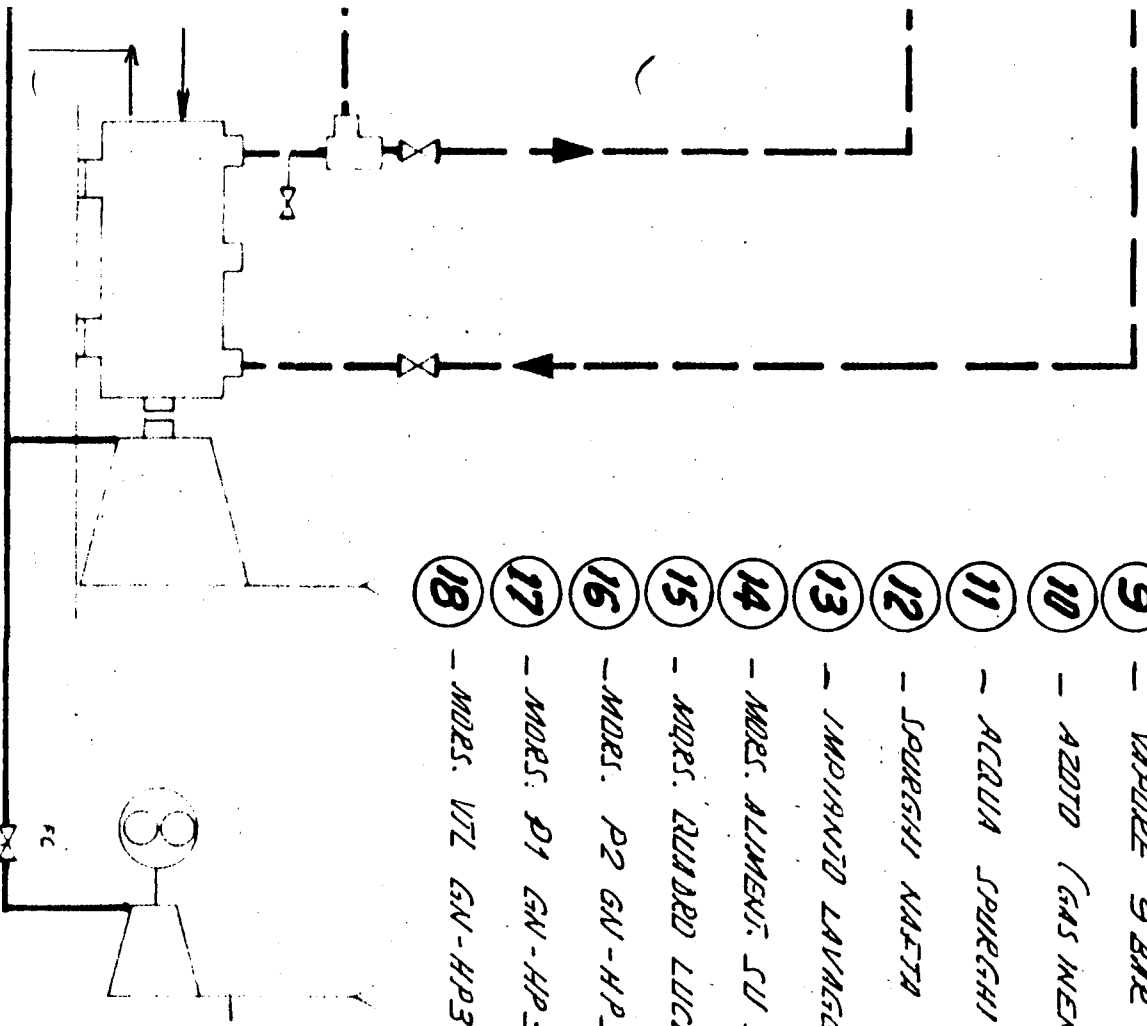
Questo disegno e' di nostra proprieta' - dovra' essere ritirato dopo l'uso
Senza nostra autorizzazione non puo' essere riprodotto ne' comunicato a terzi

ROSIGNANO		Modifiche (n. d'ord.)				Disegnato . . . SCI . . .	Scato
Classifica	Codice	Numero . . .				Verificato . . .	
SG	14	Data . . .				Date	AGO94
EE	18	Sigla . . .					
PROGETTO TURBOGAS		ALIMENTAZIONE 6/0,38KV HP3				R 207151 O	
SCHEMA ELETTRICO SEMPLIFICATO - BATTERY LIMITS							

- 5 - ACQUA TRG
- 6 - METANO
- 7 - FD
- 8 - VAPORE 40 BAR (PRODUZIONE)
- 9 - VAPORE 9 BAR
- 10 - AZOTO (GAS INERTE)
- 11 - ACQUA SPURGHI
- 12 - SPURGHI NAFTA
- 13 - IMPIANTO LAVAGGIO "RA"
- 14 - MORB. ALIMENTI. SU MTC
- 15 - MORB. QUARZO LUCE
- 16 - MORB. P2 GN-HP3
- 17 - MORB. P1 GN-HP3
- 18 - MORB. VTL GN-HP3

VEDI DIS. P. 207150
P. 207151

GN - HP3 STEAM GENERATOR:
FUTURE P & I AFTER REVAMPING.
- BATTERY LIMITS -



Riferim. Numero	Denominazione	Materia	Peso unit. (Kg.)	Osservazioni

NOMENCLATURA PER APPARECCHIO

SOLVAY & C^{ie}
Società Anonima

Questo disegno è di nostra proprietà - dovrà essere ritirato dopo l'uso.
Senza nostra autorizzazione non può essere riprodotto né comunicato a terzi.

ROSIGNANO		Modifici e (d'ord.)		Disegno Verifi. ed		Scala	
Classifica	Codice	chi ero	DATA	DATA	DATA	DATA	DATA
SG-	14						
GN	16						
HP3							
PRI GN-HP3 DUPO REVAMPING				R. 2071490			
- BATTERY LIMIT -							

FO
TOVAZ.