



*Sito: Raffineria Sarroch (Cagliari)*

**IMPIANTO: Complesso "Raffineria + IGCC "**

**Gestore: SARAS SPA**

**Categoria: IPPC 1.2: Raffineria**

**IPPC 1.1: IGCC**

## **DOMANDA DI AUTORIZZAZIONE INTEGRATA AMBIENTALE**

AI SENSI DEL D.LGS. N.59 DEL 18 FEBBRAIO 2005

### **Scheda A - Allegato A.11**

*Copia degli atti di proprietà o dei contratti di affitto  
o altri documenti comprovanti la titolarità  
dell'Azienda nel sito*



ICARO

Gennaio 2007

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Sarlux s.r.l.  
Società con unico socio

Direzione generale  
Sede amministrativa

I-20122 Milano  
Galleria de Cristoforis 8  
Telefono 02 77371  
Fax 02 76020640  
Telex 311273 SARAS I



## AGREEMENT LETTER

27<sup>th</sup> November 1996: London

To: The Raggruppamento Temporaneo di Imprese formed on 23rd February 1995 by and between Snamprogetti S.p.A. (as leader), General Electric Company and Turbotecnica S.p.A. (the "Contractor").

Dear Sirs,

We wish to confirm with you the terms of the Turnkey Construction Contract between Sarlux s.r.l. on the one part and yourselves on the other part:

WHEREAS:

SARLUX s.r.l. of 8 Galleria de Cristoforis, 20122 Milan (MI), Italy (the "Owner" which expression includes its permitted assignees) wishes to have certain works carried out by the Contractor for the design, supply, construction, commissioning and testing of an Integrated Gasification Combined Cycle independent power plant at Sarroch, Sardinia, Italy on the terms of this agreement.

IT IS AGREED as follows:

1. There shall be incorporated into the agreement the terms of following documents:
  - (a) this agreement letter;
  - (b) the General Conditions; and
  - (c) the Schedules as follows:
    - (i) Schedule 1 The Contract Price, Performance Guarantees and Liquidated Damages
    - (ii) Schedule 2 Form of Direct Agreement
    - (iii) Schedule 3 Owner's Consents
    - (iv) Schedule 4 Form of Site Clean Up Acknowledgment
    - (v) Schedule 5 Form of Irrevocable Bank Guarantee

Sede legale

I-09018 Sarroch (Cagliari)  
S.S. Sulcitana 195-Km 19\*  
Telefono 070 90911  
Fax 070 900209  
Telex 790169 SARAFF I

Cap. Soc. L. 6300 milioni int. vers.  
C.C.I.A.A. Cagliari 151819  
Reg. Soc. Imp. Cagliari 245/1  
Cod. fisc. e P.I. 0205125095

- (vi) Schedule 6 Form of Notice to Proceed
- (vii) Schedule 7 Project Insurance
- (viii) Schedule 8 Vendor List
- (ix) Schedule 9 Invitation to Bid
- (x) Schedule 10 Additional Owner's Requirements
- (xi) Schedule 11 Performance Tests
- (xii) Schedule 12 Contractor's Specification

2. Words and expressions defined in the General Conditions shall have the same meaning in this agreement unless the contrary intention appears.
3. The obligations of the Owner and the Contractor shall be effective on the date hereof but the Contractor shall commence and carry out the Contract Works only upon the Commencement Date being the date 7 Business Days after the service on the Contractor by the Owner of a Notice to Proceed in accordance with Clause 2 of the General Conditions.
4. The Contractor agrees to design, manufacture, deliver to site, erect, test and complete the Contract Works within the Time for Completion and to remedy defects in the Contract Works in accordance with the terms of the Contract.
5. The Owner shall pay to the Contractor in accordance with the terms of Contract as the price for the execution of the Contract Works the sum of
6. This agreement supersedes all previous agreements between the parties relating to the matters contemplated by this agreement.
7. The Contractor's obligations under the Contract shall apply to all Contract Works carried out by the Contractor whenever carried out.
8. The obligations under the Contract of the corporate entities comprising the Contractor shall be joint and several.
9. This agreement shall in all respects be governed by and interpreted in accordance with the laws of Italy.

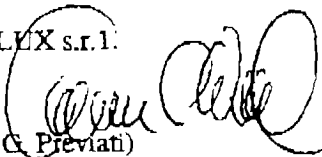
If you are in agreement with all of the above please initial each page of this form of agreement and each

page of the documents comprising the Contract, sign this form of agreement for acceptance and return to us a copy of this form of agreement and the documents comprising the Contract.

Yours faithfully,

SARLUX s.r.l.

by:  
(Ing. G. Prevati)



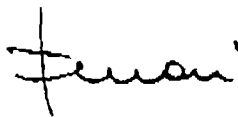
For agreement and acceptance:

27<sup>th</sup> November 1996 London

Snamprogetti S.p.A. (as leader) on behalf of the Raggruppamento Temporaneo di Imprese formed on 23rd February 1995 by and between Snamprogetti S.p.A., General Electric Company and Turbotecnica S.p.A.

by:

( )



Sarlux s.r.l.

Direzione generale  
Sede amministrativa

I-20122 Milano  
Galleria de Cristoforis 8  
Telefono 02 77371  
Fax 02 7737.305



To: Snamprogetti S.p.A. as leader of the  
The Raggruppamento Temporaneo di Imprese  
Formed on 23<sup>rd</sup> February, 1995 by and between  
Snamprogetti S.p.A., General Electric Company  
and Turbotecnica (S.p.A.)  
(the "Contractor")

26th, January 2001

Dear Sirs,

Turnkey Construction Contract dated 27<sup>th</sup> November, 1996 between the Contractor and ourselves (the "Construction Contract")

Terms defined in the Construction Contract have the same meaning when used in this letter.

1. This is the Taking Over Certificate referred to in General Condition 29(a).  
We certify that on 16 January, 2001 the Contract Works passed the MPS Performance Tests and that Taking Over occurred on that date.
2. As contemplated by General Condition 31, attached to this Certificate is the list of the items of the Contract Works which, as at the date of Taking Over, require rectification or completion.  
For the purposes of General Condition 31, the time for rectification or completion of each of those Contract Works will be the relevant time stated in a notice to be delivered to you in connection with the same after today's date. We expect to deliver that notice to you within the next few days.

Yours faithfully,

SARLUX S.r.l.

Owner's Representative

Sede legale

I-09018 Sarroch (Cagliari)  
S.S. Sutilana 195-Km 19<sup>a</sup>  
Telefono 070 80924.1  
Fax 070 806018

Cap. Soc. Euro 26.350.595,56 int. vers.  
Registro Imprese Cagliari 24944  
Cod. Fisc. e P. Iva 02093140925