



Courtesy English Translation (not binding – only the Italian version is binding)



**REGASIFICATION CODE**

**for the**

**Offshore Regasification Terminal “FSRU Toscana”**

**of**

**OLT Offshore LNG Toscana S.p.A.**

*Approved by the Authority for Energy, Grids and Environment (ARERA) with resolution  
438/2024/R/gas*



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## SECTION 1: INFORMATION

### Chapter 1.1 - DEFINITIONS AND INTERPRETATION

#### 1.1.1 Definitions

Except where the context requires otherwise, the following capitalised terms used in the Regasification Code shall have the meaning ascribed to them below:

**Acceptable Classification Society** means RINA S.p.A. or another classification society (being a member of the International Association of Classification Societies (IACS) or, if such association no longer exists, any similar association) approved by the Parties;

**Actual Laytime** means, for a particular LNG Carrier, the period of time from the commencement of Allowed LNG Carrier Laytime or Allowed Terminal Laytime, as appropriate, until: (a) in relation to the User when determining if Actual Laytime has exceeded Allowed LNG Carrier Laytime, all LNG discharge and vapour return lines have been disconnected, the Spool Pieces have been transferred to the Terminal or escort tug and such LNG Carrier has unmoored and has transited two (2) nautical miles from the Terminal; and (b) in relation to the Operating Company when determining if Actual Laytime has exceeded Allowed Terminal Laytime, all LNG discharge and vapour return lines have been disconnected;

**Adjustments** mean the charges invoiced under the Capacity Agreement which may be in addition to the Regasification Service Charges and the Transportation Service Charges as defined in Clause 5.2.1.4b);

**Adverse Weather Conditions** means the weather and sea conditions forecasted or recorded by the measurement systems installed at the Terminal with regard to the area surrounding the Terminal or between the Terminal and the Pilot Boarding Station over the limits stated in the Technical Manuals and the Maritime Regulations for the operation of the Terminal and/or that are imminent and severe or prevailing and severe so as to prevent or delay, without any time limit of notice to the User, an LNG Carrier from proceeding to moor, Unloading, remaining moored, or departing from the mooring, in accordance with one or more of the following: (i) Applicable Laws, (ii) advice of a pilot, (iii) a determination by the Operating Company, the Terminal Manager or the O&M Contractor in line with the weather limitations set out in the Technical Manuals or (iv) any decision by any Competent Authority;

**Affected Party** has the meaning given in Clause 5.3.4.1b);

**Affiliate:** any company which controls or is controlled by a Party or is controlled by the same parent company as the Party pursuant to article 2359, paragraph 1, nos. 1) and 2), Italian Civil Code;

**All Fast** means the LNG Carrier is securely moored and in position alongside the berth of the Terminal and the Spool Pieces have been installed on board and the LNG Carrier is ready to connect the loading arms or the moment at which the Small Scale Carrier is securely moored and in position alongside the berth of the Terminal, any adapters for the connection of hoses have been installed by the Small Scale Carrier which is ready to connect the hoses with the Terminal;

**Annual Unloading and Loading Schedule** means the annual schedule of Delivery Slots. Monthly Slots, Complementary Slots and Small Scale Slots for a specific Scheduling Year;

**Applicable Law** means a law, directive, regulation, *decreto legge*, legislative decree, ministerial or interministerial decree or order, resolution, consolidated law, local legislation, treaty, judgment, ordinance, decision or, in general, administrative or judicial measure, notice or order, approved or issued by any Competent Authority, including the Decree and the Maritime Regulations, applicable to this Regasification Code and/or the Capacity Agreement;

**Applicable Tax** means any tax, duty, levy, royalty or impost in the nature of tax payable now or in the future by the Operating Company, or for which the Operating Company is required by Applicable Law to account (without right of recovery, indemnity or reimbursement), in respect of the ownership or operation of the Terminal, the provision of the Regasification Service or otherwise in connection with the performance of the Capacity Agreement, but excluding: (i) generally applicable corporation tax (or any similar tax on profits or gains which replaces corporation tax); (ii) VAT; (iii) any other taxes, duties, levies, royalties or imposts against which the User is required to indemnify the Operating Company; and (iv) any tax, duty, levy, royalty or impost which is immaterial and non-recurrent;

**Applicant** means any User or interested party which intends to apply to the Operating Company for the Regasification Service or the Small Scale Service provided by the latter;

**Approved Financial Institution** means a reputable international bank which has an unsecured long-term debt rating equal to or higher than at least one of the following ratings given by the following rating agencies: (a) BBB- if provided by Standard & Poor's Rating Service; (b) Baa3 if provided by Moody's Investment Service Inc.; or (c) BBB- if provided by Fitch Ratings Ltd.;

**Authorisation** means any authorisation, consent, approval, resolution, licence, permit, filing, and registration required by any Applicable Law for the exercise or performance by the relevant Party of its rights and/or obligations under or in connection with the Capacity Agreement, Technical Manuals and/or Network Code or in connection with the construction, operation or maintenance of the Terminal;

**Available Delivery Slots** means, depending on the circumstances, the regasification capacity of the Terminal associated with the Delivery Slot or Monthly Slot which has not been allocated by the Operating Company in the various allocation processes;

**Bank Guarantee** bank guarantee payable on first demand issued by an Approved Credit Institution pursuant to the provisions of Chapter 3.1;

**Berthing Slot** means the right allocated to a User to moor an LNG Carrier in accordance with its Capacity Agreement at the Terminal;

**Business Day** means a Day on which commercial banks are open to the public for business in Livorno and in Rome;

**Capacity Agreement** means a regasification Capacity Agreement entered into by the Operating Company and the User to allocate Continuous Capacity or Interim Capacity, the relevant template is contained in Annex 4;

**Cargo** means a quantity of LNG (expressed in m<sup>3</sup><sub>liq</sub> and MWh) Unloaded or to be Unloaded from an LNG Carrier at the Terminal;

**Change in Law** means any of the following, occurring after the effective date of a Capacity Agreement: (i) the enactment, commencement, adoption, promulgation, making or imposition of any Applicable Law or (irrespective of whether having legal force) any International Standards applicable to the Terminal, any LNG Carrier or any Services; or (ii) the amendment, modification, re-enactment or repeal, or change in interpretation or in application, of any Applicable Law or (irrespective of whether having legal force) any International Standards applicable to the Terminal, any LNG Carrier or the Regasification Service; but excludes: (a) a Change in Tax and; (b) any amendment or termination of a contract between the Operating Company and a Competent Authority over which the Operating Company has discretion and which amendment or termination does not result from another event or circumstance that would in itself be a Change in Law;

**Change in Tax** means any change after the effective date of a Capacity Agreement in the rate, incidence, basis of charge or other provisions applicable to any Applicable Tax as a result of: (i) the introduction or (as the case may be) cessation of the imposition or other charging of an Applicable Tax, or a change in the rate at which any Applicable Tax is imposed or otherwise charged; (ii) any change in the legislation or published practice of any taxation authority relating to any Applicable Tax; or (iii) any other change in the basis on which any Applicable Tax is charged, and as a result of which the Operating Company: (a) becomes required to pay or account for any Applicable Tax which it was not required to pay or account for on the effective date of a Capacity Agreement; or (b) is no longer required to pay or account for any Applicable Tax which it was required to pay or account for on the effective date of such Capacity Agreement;

**Charges:** collectively refers to the Regasification Service Charges, the Transportation Service Charges, the Adjustments envisaged by Clause 5.2.1, the Small Scale Service Charge and the Charges for the Flexibility Service under Clause 5.2.1.3;

**Complementary Slot: means** the regasification capacity of a residual quantity of LNG unloaded by an LNG Carrier or a Small Scale Carrier at the Terminal on a given Day allocated or to be allocated to each Complementary User in the different infra-annual allocation processes;

**Complementary User:** applicant to whom regasification capacity has been allocated or assigned in one or more Complementary Slots and to whom the Regasification Service is provided by the Operator on the basis of a Capacity Agreement;

**Competent Authority** means any Italian or European Union Member States legislative, judicial, administrative or executive body, including for instance (i) any court of competent jurisdiction; (ii) any local, national or supra national agency, authority, inspectorate, minister, ministry, official or public or



statutory person (whether autonomous or not) of, or of the government of, Italy or of the European Union; (iii) the European Commission; (iv) the Italian Antitrust Authority (*Autorità Garante della concorrenza e del mercato*); (v) ARERA; (vi) the MSE; (vii) the Italian Ministry of Industry, Trade and Crafts (MICA); and (viii) the Maritime Authorities;

**Confirmed Cargo** means each scheduled Cargo in month M once the Ninety Day Unloading and Loading Schedule has been determined pursuant to the provisions of Clause 3.3.2.2f)

**Consultation Committee** means the committee set up by the Operating Company in accordance with Article 5 of the Resolution no. ARG/Gas 55/09 of ARERA;

**Consumption and Losses:** means the quantities of LNG and/or Gas used on each Gas Day by the Operating Company as fuel to operate the Terminal and for the Regasification Service pursuant to the provisions of Clause 3.4.2.1a);

**Continuous Capacity User** means any User which has been awarded Continuous Capacity according to the provisions of a Capacity Agreement for periods of one or more Gas Years;

**Continuous Capacity:** regasification capacity allocation at the start of the Gas Year, pursuant to Clause 2.1.5;

**Continuous Redelivery Service:** means the maximum quantity that each User is entitled to nominate on a continuous basis pursuant to Clause 3.4.1.7a);

**Continuous Regasification Service:** means the Regasification Service that envisages the participation of the User in the determination of the Ninety Day Unloading and Loading Schedule in accordance with the provisions of Clause 3.3.2;

**Creditor User:** is each User with a Confirmed Cargo scheduled for Unloading and other Users have a Percentage Share other than zero of such specific Confirmed Cargo;

**Day** means a period of twenty-four (24) consecutive hours starting from 00:00 hours, and **Daily** shall be construed accordingly;

**Debtor User:** with reference to a Confirmed Cargo scheduled for Unloading by another User, it is each User with a Percentage Share other than zero in that specific Confirmed Cargo;

**Default Redelivery Profile** has the meaning given in Clause 3.4.1.2;

**Delivery Point** means the Terminal flange located at the connection point between the Terminal's loading arms (including the Spool Pieces in the event that they are used by the LNG Carrier) LNG Carrier's manifold;

**Delivery Slot** means the Scheduled Arrival Window and the associated Allowed LNG Carrier Laytime allotted or to be allotted to each User following the determination of an Annual Unloading and Loading Schedule as being the time during which the User's LNG Carrier is scheduled to arrive at the Pilot Boarding Station, transit to the Terminal, receive and install the Spool Pieces, moor, Unload, depart from the Terminal and transit two (2) nautical miles from the Terminal itself;

**Demurrage** has the meaning given in Clause 3.7.3.4e);

**ECS Manual** means the written procedures to manage access to and use of the Electronic Communications System of the Terminal, developed, maintained and amended by the Operating Company;

**Electronic Communications System** or **ECS** means the portal through which the Operating Company provides the User with the information required to ensure commercial operations as defined by Clause 1.5.1.1b);

**ETA** means the estimated time and date of arrival of an LNG Carrier at the Pilot Boarding Station;

**EURIBOR** means the percentage rate per annum which is determined by (i) the Banking Federation of the European Union for deposits in Euro for a period of six (6) months which appears on the Reuters page EURIBOR01 (or such other page that may replace it) at or about 11.00 hours (Brussels time) on the Day following the relevant payment due date and adjusted every Month to the rate as in effect at or about 11.00 hours (Brussels time) on the first Day of every Month thereafter; or (ii) if no rate is available pursuant to paragraph (i) above, such other alternative basis which shall be determined by the Operating Company (acting in good faith) and notified to all Users, and which shall be binding on all Parties;

**Exclusion Zone** means the area within two (2) nautical miles of the Terminal in which the navigation of all vessels shall be prohibited except for LNG Carriers transiting to or from the Terminal and other vessels that have been authorised to enter and comply with all Applicable Laws;

**Expert:** is an independent person, i.e. not an employee, consultant, manager, officer, representative or agent of any of the parties involved in the Dispute (or its Affiliate), who may not have any interest (financial or otherwise) that may affect his/her impartiality towards any party involved in the Dispute. Before being appointed, the Expert shall declare any circumstances that may raise legitimate doubts as to his/her impartiality and the independence of his/her actions;

**Extended Storage Service** means making the LNG storage service at the Terminal envisaged by Clause 3.5.3 available to Users or Small Scale Users;

**Extended Storage Charge** means the charge payable by the User or Small Scale User for the LNG storage service envisaged by Clause 3.5.3 and published by the Operating Company on its website;

**Final Acceptance Visit** means the visit as described in the Technical Manuals (in particular, in LNG Carrier Approval & Vetting Procedures 3.3 – Step 3), confirming the acceptance of the LNG Carrier and the Small Scale Carrier to berth at the Terminal;

**Flexibility Services** are the Redelivery Nomination and Renomination, Extended Storage Flexibility or Virtual Liquefaction Services envisaged by Chapter 3.4, Clause 3.5.3 and Clause 3.5.4, respectively;

**Force Majeure** or **Force Majeure Event** has the meaning given in Clause 5.3.4.1;

**Gas Day** means a period of twenty-four (24) consecutive hours which starts at 06.00 on each calendar day and ends at 06.00 on the subsequent calendar day;

**Gas** means any hydrocarbon or mixture of hydrocarbons and other gases consisting primarily of methane, which at standard reference conditions (15 degrees Celsius and 1.01325 bar) is, or is predominantly, in a gaseous state resulting from the regasification or boil-off of LNG;

**Gas Month** means a period commencing at 06:00 hours on the first Gas Day of a calendar month and ending at 06:00 hours on the first Gas Day of the following calendar month;

**Gas Quality Specifications** means the quality specifications for the Gas redelivered by the Operating Company at the Redelivery Point as defined in Annex 8;

**Gas Year** means that period commencing at 06:00 hours on the 1st October and ending on the subsequent 1st October at 06:00 hours;

**Gross Calorific Value** means the amount of heat, expressed in KWh, liberated during the complete combustion of 1 Sm<sup>3</sup> at a temperature of 25 degrees Celsius and at an absolute pressure of 1.01325 bar, with excess air at the same temperature and pressure of the Gas, when the combustion products are returned to the initial temperature of the Gas and the water which has formed, in a vaporous state, in the combustion is returned to its liquid state at the same initial temperature of the *Gross Calorific Value*;

**Guarantor** means a legal person that is required to provide a Bank Guarantee or a User's Group Guarantee or a Small Scale User's Group Guarantee in accordance with Chapter 3.1;

**International Standards** means the standards and practices from time to time in force applicable to the ownership, design, equipment, operation or maintenance of LNG carriers or floating LNG regasification terminals established by the rules of RINA S.p.A. or other Acceptable Classification Company, the conventions, rules, guidelines and regulations laid down by the International Maritime Organisation (**IMO**), the Oil Companies International Marine Forum (**OCIMF**), International Group of Liquefied Natural Gas Importers (**GILNG**), Society of International Gas Carriers and Terminal Operators (**SIGTTO**) (or any successor body of the same) and any other internationally recognised agency or organisation with whose standards and practices it is customary for international operators of such LNG carriers or floating terminals to comply, including the holding of a valid operational OCIMF Ship Inspection Reporting system (SIRE) certificate, It being agreed that in the event of a conflict between a mandatory Applicable Law and a standard or practice referred to in this definition the Applicable Law shall prevail and that in the event of any other conflicts Operating Company will exercise its judgement acting as a Reasonable and Prudent Operator;

**Interruptible Redelivery Service:** has the meaning given in Clause 1.4.1.2b);

**Joule:** unit of measurement of the amount of heat derived from the international system, as defined in UNI ISO 1000, SI units and recommendations for the use of their multiples and of certain other units;

**Kilowatt-Hour:** one thousand (1,000) watt-hours at reference conditions of 298.15 degrees Kelvin and 25 degrees Celsius, equal to 3.6 Mega Joule;

**LLMC:** means the “London Protocol of 1996 to amend the Convention on Limitation of Liability for Maritime Claims of 19 November 1976” which came into force on 24 March 2006 and was ratified by Italy with Law no. 210 of 23 December 2009 as subsequently amended

**LNG** (abbreviation for liquefied natural gas) means Gas which has been converted to a liquid state at or below its boiling point and at a pressure of approximately 1 atmosphere;

**LNG Carrier** means any LNG carrier that is nominated or to be nominated by a User, and is accepted or to be accepted by the Operating Company, for the use by a User for Unloading at the Terminal according to the procedures set out in the Technical Manuals;

**LNG Quality Specifications** means the quality specifications for the LNG Unloaded by the User the Delivery Point as defined in Annex 8;

**Loss** means:(a) any properly documented fees, costs and expenses (including VAT, unless it is recovered from the Indemnified Party) reasonably incurred by an Indemnified Party including any fees and expenses of its legal advisers and other expenses incurred in connection with investigating or defending any claim, action or other proceeding;(b) any claim, liability, damages and/or loss including any penalties, fines or settlements or similar sums incurred by the Indemnified Party or any other relevant person; (c) interest on any overdue amount to be paid to the Indemnified Party from the due date for payment of such amounts to the date of actual payment by the indemnifying party at a percentage rate per annum equal to EURIBOR plus 2%, it being understood that Loss shall not include any loss of revenue, howsoever arising;

**Maintenance Schedule:** schedule of the maintenance work which implies a total or partial reduction of the Regasification Service to be drawn up by the Operating Company for each Scheduling Year pursuant to Clause 4.1.2;

**Maritime Authorities** means the Ministry of Infrastructure and Transport (*Ministero delle Infrastrutture e dei Trasporti*) and the Harbour Master (*Capitaneria di Porto*) of Livorno;

**Maritime Regulations** means the regulations, administrative measures, acts and/or other provisions issued by the Maritime Authorities in so far as they are relevant to the operation of the Terminal;

**Master** means any person legally and duly certified and appointed as commanding officer responsible for the navigation and management of an LNG Carrier or in his absence his duly authorised deputy;

**Mega Joule:** equal to one million (1,000,000) Joule;

**Megawatt-Hour:** equal to one thousand (1,000) kilowatt-hours;

**Month M** means a certain reference Gas Month; **Month M-1** means the Gas Month before Month M, and **Month M-2** means the Gas Month two (2) Gas Months before Month M; **Month M+1** means the Gas Month one (1) Gas Month after Month M, and **Month M+2** means the Gas Month two (2) Gas Months after Month M;

**Month** means a period commencing at 00:00 hours on the first Day of a calendar month and ending at 00:00 hours on the first Day of the following calendar month, and **Monthly** shall be construed accordingly;

**Monthly Market Price:** with reference to any Month, it is the average System Average Price or SAP as defined by article 1, paragraph 1.2 letter (m) of the Consolidated Balancing Law on each Day of the Month in question, expressed in Euro/kWh rounded up to the sixth decimal;

**Monthly Slot:** means the regasification capacity predetermined by the Operating Company and subdivided into slots which is scheduled for each month subsequent to Month M+2 until the end of the Gas Year as well as for the Gas Year following the current one. The Monthly Slot will be linked to a Scheduled Arrival Window through the publication of the moment when the Monthly Slot will again fall within the Ninety Day Unloading and Loading Schedule;

**National Transmission System** means the Italian national transmission system for Gas as defined in the decree issued by the Italian Ministry of Industry, Trade and Crafts (MICA) of 22 December 2000, as

such decree is published in the *Gazzetta Ufficiale, serie generale, 23-11-2001 n. 18* and as amended and updated from time to time;

**Network Code** means the document published by Snam Rete Gas S.p.A on its website and approved by ARERA Resolution no. 75/03 which determines and regulates all the parties' rights and obligations in relation to the provision of the Transportation Service on the National Pipeline Network;

**Ninety Day Unloading and Loading Schedule** means the ninety-day schedule for the Delivery Slots, Complementary Slots and Small Scale Slots in accordance with the provisions of Clause 3.3.2;

**Nomination Flexibility Service Charge** means the charge payable by the User for exercising its right to nominate a quantity of Gas for redelivery in accordance with Clause 3.4.1.4 and published by the Operating Company on its website;

**Notice of Expert Determination** has the meaning given in Clause 5.4.2.3a);

**O&M Contractor** has the meaning given in Clause 1.4.4;

**Off-Spec Gas** means Gas that does not comply with the Gas Quality Specifications as set forth in Annex 9;

**Off-Spec LNG** means LNG that does not comply with the LNG Quality Specifications as set forth in Annex 8;

**Operating Company** means OLT Offshore LNG Toscana S.p.A. (or its successor);

**Operating Company's Default** means a default by the Operating Company, as specified by way of example and without limitation in Clause 5.3.2.2;

**Operating Company's Group** means the Operating Company, any Affiliate of the Operating Company (acting in its capacity as such and excluding where acting in its capacity as a member of User's Group), the O&M-Contractor, the other sub-contractors;

**Operational Balancing Agreement or OBA:** interconnection agreement executed by the Operating Company and SRG in accordance with the provisions of ARERA Resolution 312/2016/R/GAS, which establishes the terms and conditions for the application, within certain limits, of the "allocated = nominated" principle at the Redelivery Point;

**Party** or **Parties** means the Operating Company and/or the User and/or the Small Scale User, as applicable;

**Peak Shaving Guarantee:** the guarantee issued in conjunction with the Peak Shaving Service pursuant to the provisions of Clause 3.1.4;

**Peak Shaving Service Supplier:** means any party obliged to provide LNG volumes for Peak Shaving Service that has been identified following a tender procedure in accordance with MSE Decree 18/10/2013.

**Peak Shaving Service:** measure to be activated under climatic emergency conditions pursuant to ministerial decrees dated 19/04/2013 and 18/10/2013 and to ARERA Resolutions 471/2013/R/gas and no. 739/2017/R/gas, as well as the subsequent ARERA resolutions which set forth rules for the identification of any third party available to provide one or more cargoes to be delivered and stored in the tanks of Terminal and afterwards redelivered;

**Percentage Share** has the meaning given in Clause 3.3.8

**Pilot Boarding Station** means the area located three (3) nautical miles from the Terminal to be used for the boarding of pilot(s) on LNG Carriers inbound to the Terminal the co-ordinates of which have been established by the Operating Company in accordance with instructions given by the Maritime Authorities;

**Planned Service Reduction** means any of the planned works, inspections, maintenance, repair, and modifications that causes or may cause a reduction, modification, postponement or suspension of the Regasification Service or Small Scale Service being and/or to be carried out at the Terminal pursuant to Clauses 4.1.1 and 4.1.3;

**Reasonable and Prudent Operator** means a person operating an off-shore LNG floating storage and regasification unit and exercising such degree of skill, diligence, prudence and foresight and adhering to such standards, practices, procedures and guidelines as would reasonably and ordinarily be

exercised by a skilled and experienced person engaged in undertakings of a similar nature and who complies with all Applicable Laws and International Standards;

**Reasonable and Prudent User** means a person consigning LNG to be transported by sea, using the Services provided under the Capacity Agreement, receiving the Regasification Service envisaged by the Capacity Agreement and/or consigning Gas to be transported by pipeline or which receives or is required to receive delivery of the LNG intended for the Small Scale Service, in each case exercising such degree of skill, diligence, prudence and foresight and adhering to such standards, practices, procedures and guidelines as would reasonably and ordinarily be exercised by a skilled and experienced person engaged in undertakings of a similar nature to those contemplated by the Regasification Code and who complies with all Applicable Laws and International Standards;

**Redelivery Nomination** means the quantity of Gas envisaged for redelivery to a User on a certain Gas Day pursuant to the provisions of Clause 3.4.1.3;

**Redelivery Period** subject to the provisions of Clause 3.4.1.12, it is the period that starts at 06:00 on the Gas Day of a certain Month in which the User's Inventory has a value other than zero until the start of the first Scheduled Arrival Window in the next Month as set forth in the Annual Unloading and Loading Schedule and during which it is envisaged that the Operating Company will redeliver in full the LNG Unloaded by the User at the Terminal;

**Redelivery Point** means the Gas pipeline flange located on the seabed after the SSIV (sub-sea isolation valve) station (riser base) and after the expansion spool connecting the Terminal to the National Transmission System, corresponding to the entry point to the National Transmission System called LNG OLT Livorno (also **Entry Point**);

**Redelivery Renomination** has the meaning given in Clause 3.4.1.5;

**Regasification Auction Platform:** means the Platform for the management of the auctions for the allocation of regasification capacity (PAR) organised and operated by Gestore dei Mercati Energetici S.p.A. (GME), pursuant to the TIRG, through which the regasification capacity allocation procedures are implemented, the rules of which are contained in the relevant operational regulation determined by GME itself and approved by the ARERA;

**Regasification Code** means this document (including the Annexes hereto) adopted by the Operating Company in accordance with Applicable Law;

**Regasification Service Charges:** means the charges payable by the User for the Regasification Service pursuant to the provisions of Clause 5.2.1.3;

**Regasification Service:** means the Regasification Service envisaged by Clause 1.4.1.2;

**Regulatory Authority for Energy Networks and the Environment or ARERA** means the Energy Networks and Environment Italian Authority (*Autorità di Regolazione per Energia Reti e Ambiente*) established by law no. 481 of 14 November 1995 with, *inter alia*, the responsibility of regulating and controlling the gas, electric power and water sectors;

**Renomination Flexibility Service Charge** means the charge payable by the User for exercising its right to nominate a quantity of Gas for redelivery in accordance with Clause 3.4.1.5 and published by the Operating Company on its website;

**Reserve Price:** price determined from time to time in accordance with article 7.1. of the TIRG- for the allocation of regasification capacity.

**Scheduled Arrival Window** means, for a particular Delivery Slot, a period of twenty-four (24) hours commencing at 06:00 hours on a Gas Day specified in the Annual Unloading and Loading Schedule for the arrival of the LNG Carrier carrying such Cargo at the Pilot Boarding Station;

**Scheduling Year: period of twelve months consisting of the year immediately following the year in which Scheduling takes place;**

**Service Conditions** mean the conditions that the Applicant must meet and declare that it meets when it applies for regasification capacity pursuant to the provisions of Clause 2.1.1;

**Ship Owner** means any person (including any Applicant or User) who operates and/or is deemed to operate and/or owns an LNG Carrier pursuant to Applicable Law and/or any other applicable law or regulation;



**Sloshing:** means the violent movement of the free surface of a liquid cargo inside a moving container, such as, for example, stationary waves in partially-filled tanks on board an LNG Carrier which may cause damage to the structure of the container and reduce the stability of the LNG Carrier;

**Sm<sup>3</sup>** means, in relation to Gas, a standard cubic meter, namely the quantity of Gas which under normal reference conditions (288.15 degrees K, 15 degrees Celsius and an absolute pressure of 101.325 kPa, 1.01325 bar) occupies a volume of one cubic meter;

**Snam Rete Gas** or **SRG** means Snam Rete Gas S.p.A.;

**Small Scale Carrier** means any LNG carrier, which a Small Scale User or Complementary User has nominated or will nominate, that has been approved or will be approved by the Operating Company for the Small Scale Service or for the regasification service in accordance with the procedures set out in the Technical Manuals;

**Small Scale Agreement** means an agreement executed by the Operating Company and the User or a third party for the allocation of Small Scale Slots, the relevant form will be published by the Operating Company on its website;

**Small Scale Service** means the provision to Small Scale Users of the LNG loading service on a Small Scale Carrier indicated in Clause 1.4.1.3;

**Small Scale Service Adverse Weather Conditions** means the weather and sea conditions forecasted or recorded by the measurement systems installed at the Terminal with regard to the area surrounding the Terminal or between the Terminal and the Pilot Boarding Station over the limits stated in the Technical Manuals and the Maritime Regulations for the operation of the Terminal and/or that are imminent and severe or prevailing and severe so as to prevent or delay, without any time limit of notice to the Complementary User or Small Scale User, a Small Scale Carrier from proceeding to moor, loading/Unloading, remaining moored, or to oblige it to depart from the mooring, in accordance with one or more of the following: (i) Applicable Laws, (ii) advice of a pilot (where prescribed), (iii) a determination by the Operating Company, the Terminal Manager or the O&M Contractor in line with the weather limitations set out in the Technical Manuals or (iv) any decision by any Competent Authority;

**Small Scale Service Charge** means the charge payable by the Small Scale User for the Small Scale Service accepted by the Small Scale Users in accordance with Clause 5.2.1.6;

**Small Scale Slot** means the capacity to load a quantity of LNG by a Small Scale Carrier at the Terminal on a certain Day assigned or to be assigned to each Small Scale User following the determination of the Annual Unloading and Loading Schedule;

**Small Scale User** means the party that has signed a Small Scale Agreement with the Operating Company and to which one (or more) Small Scale Slot(s) has (have) been allocated;

**Small Scale User's Group** means the Small Scale User, any Affiliate of the Small Scale User (acting in its capacity as such and excluding where acting in its capacity as a member of the Operating Company's Group), any Small Scale Carrier, any Ship Owner, any ship manager and any charterer of such Small Scale Carrier and any contractors of the Small Scale User (including pilots and boatmen and ship's agents);

**Small Scale User's Group Guarantee** means a guarantee payable on first demand issued by an Affiliate of the Small Scale User pursuant to the provisions of Chapter 3.1;

**Spool Pieces** special adaptors, supplied by the Operating Company to the LNG Carrier, to be installed by the LNG Carrier's crew on its left side cargo manifold in order to allow the safe and reliable connection and disconnection of the Terminal loading arms as envisaged in the Technical Manuals and described in greater detail in the compatibility procedure envisaged by Clause 2.2.1.2;

**Spot Regasification Service:** means the Regasification Service provided in relation to an individual Unloading to be carried out on a date pre-established and identified by the Operating Company following the determination of the Ninety Day Unloading and Loading Schedule;

**Statement of Release:** notice, drafted i) using the form contained in Annex 2A1, given by the User to the Operating Company for the release of Continuous Capacity in accordance with the provisions of Clause 3.2.3.1 and/or ii) using the form contained in Annex 2A2, given by the User to the Operating Company for the release of Delivery Slots or Monthly Slots in accordance with the provisions of Clause 3.2.3.2a);

**Statement of Withdrawal:** notice, drafted using the form contained in 2A3, given by the User to the Operating Company in accordance with the provisions of Clause 3.2.3.2f), intended to recover Delivery Slot already released by the User itself;

**System** means the electronic platform for the scheduling of the Gas quantities to be redelivered at the Redelivery Point or at the Virtual Exchange Point in accordance with Network Code;

**Technical Manuals** mean the written procedures to govern the marine and technical operations at the Terminal developed, maintained and amended by the Operating Company;

**Terminal Manager** means such individual with day-to-day primary responsibility for managing the Terminal;

**Terminal Manuals** means the written procedures to govern the operations of the Terminal exclusively developed, maintained and amended by the Operating Company, including the ECS Manual and the Technical Manuals;

**Terminal** means the floating LNG storage and regasification unit called “FSRU TOSCANA” IMO no. 9253284, registered in Italy under no. LI10153 and all the additional equipment installed therein by the Operating Company such as, for example, chains, anchors, the riser and flexible flow lines to the Redelivery Point, located at a water depth of approximately one hundred twenty (120) metres;

**TIRG:** Consolidated Law on the use of guarantees of free access to the LNG Regasification Service, approved by the ARERA as Annex “A” to resolution no. 660/2017/R/Gas as subsequently amended;

**Transportation Agreement** means any contract entered into by the Operating Company, on behalf of the Users, and SRG to enable the redelivery of Gas in accordance with the terms and conditions of the Capacity Agreements;

**Transportation Service Charges:** means the charges payable by the User for the Transportation pursuant to the provisions of Clause 5.2.1.5;

**Transportation Service User:** any user of transportation service of SRG, included the user(s) specified by User to Operating Company for the allocation of quantities of Gas pursuant to art. 13.6 of TIRG which declares that it has adhered or agrees to adhere to the Network Code

**Transportation Service:** means making the Gas available to the User at the Redelivery Point or at the Virtual Exchange Point in the context of the Transportation Service envisaged by the Snam Rete Gas Network Code as defined by Clause 1.4.1.2a)(vii);

**Trial Unloading:** first unloading carried out by an LNG Carrier according to the procedure described in the Technical Manuals (in particular, by the LNG Carrier Approval & Vetting Procedures 3.4 – Step 4), to determine whether the Master and crew of such LNG Carrier are aware of and properly apply all the procedures relating to the activities envisaged between the LNG Carrier and the Terminal;

**Ullage** means the free space above the LNG in the Terminal storage tanks, which is used to store the LNG to be Unloaded at the Terminal itself;

**Unitary Bid Price:** price expressed in Euro per MWh (€/MWh) bid by the party applying for regasification capacity;

**Unloading** means the technical operations (following the mooring of an LNG Carrier at the Terminal and the safe setting of the receiving equipment) used to transfer (in the case of any User) or receive (in the case of the Operating Company) an LNG Carrier’s LNG in the Terminal’s storage tanks, in accordance with the procedures provided in the Technical Manuals, and **Unload** and **Unloaded** and similar expressions shall be construed accordingly;

**Unplanned Service Reduction** means a total or partial reduction, modification, postponement or suspension of the Regasification Service not included in the Maintenance Schedule;

**Unplanned Small Scale Service Reduction** means a total or partial reduction, modification, postponement or suspension of the Small Scale Service not included in the Maintenance Schedule;

**User** means any Applicant which has been awarded or to which has been transferred regasification capacity and to which the Operating Company provides the Regasification Service pursuant to a Capacity Agreement, including the Complementary User;

**User’s Default:** means a default by the User, as specified by way of example and without limitation in Clause 5.3.2.1;

**User's Gas** means the Gas which results from the regasification of User's LNG or boil off or otherwise in connection with User's LNG in the Terminal other than Gas which is owned by the Operating Company pursuant to Clause 3.4.2.1c);

**User's Group Guarantee:** guarantee payable on first demand issued by an Affiliate of the User pursuant to the provisions of Chapter 3.1;

**User's Group** means the User, any Affiliate of the User (acting in its capacity as such and excluding where acting in its capacity as a member of the Operating Company's Group ), any LNG Carrier, any Ship owner, any ship manager and any charterer in relation to any LNG Carrier and any contractors (including pilots and boatmen and ship's agents);

**User's Inventory** means at the time of determination, the quantity of LNG (expressed in m<sup>3</sup> or MWh, as appropriate) and Gas (expressed in Sm<sup>3</sup> or MWh, as appropriate) in the Terminal which is held by the Operating Company on behalf of the User or the Small Scale User, including the User's LNG and the Small Scale User's LNG;

**User's LNG** means, subject to any in-tank ownership transfers by the Users, (i) LNG which has been delivered to the Terminal by or on behalf of the User, including any LNG which is not legally and beneficially owned by the User, and Unloaded at the Delivery Point until any such LNG has been allocated to other Users pursuant to Clause 3.3.7 and (ii) LNG which has been allocated to the User pursuant to Clause 3.3.7;

**Virtual Exchange Point** means the Italian virtual exchange point (*Punto di Scambio Virtuale*) located between the entry points and the exit points of the national pipeline network (*rete nazionale dei gasdotti*), where the users of such network can exchange and transfer Gas injected therein pursuant to any resolution of ARERA no. 22 of 26 February 2004 and subsequent implementing resolutions;

**Virtual Liquefaction Service:** means making available to the Operating Company, by the User of the Virtual Liquefaction Service, of a quantity of Gas at the Virtual Exchange Point, corresponding to the LNG for the purpose of its availability within the Terminal and its destination to the relevant offered services ~~for the purpose of receiving the Virtual Liquefaction Service;~~

**Virtual Liquefaction Service Charge:** means the charge payable by the User for the Virtual Liquefaction Service pursuant to Clause 3.5.4 and published by the Operating Company on its website;

**Virtual Liquefaction Service User:** means the User or the Small Scale User or a Transportation Service User, who the Operating Company authorised to the Virtual Liquefaction Service

**Wobbe Index** means ratio between the Gross Calorific Value on a volumetric basis and the square root of the density at the same specified metering reference conditions of Gas; and

**Year** means the period beginning at 00:00 hours on the 1st January of any calendar year and ending at 00:00 hours on the 1st January of the following calendar year

**Acceptable Classification Society** means RINA S.p.A. or another classification society (being a member of the International Association of Classification Societies (IACS) or, if such association no longer exists, any similar association) approved by the Parties;



### 1.1.2 Interpretation

In the Regasification Code:

- a) references to “persons” include individuals, bodies corporate (wherever incorporated), unincorporated associations, partnerships, trusts or any other legal entities, including any governmental authorities;
- b) “include” and “including” are to be construed without limitation;
- c) “for example” is to be construed without limitation;
- d) other than where reference is made to a rule of Italian law, the heading of each clause is included exclusively for reasons of convenience and does not affect the construction of such terms;
- e) references to one gender includes all genders;
- f) references to the singular include the plural and vice versa;
- g) references to statutory provisions are references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions from time to time;
- h) a reference to any Italian legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or matter shall in respect of any jurisdiction other than Italy be treated as a reference to any analogous term in that jurisdiction;
- i) references in relation to computation of periods of time to:
  - (i) “from” means from and including; and
  - (ii) “until” or “to” means to and including;
- j) references to any person include references to that person’s successors and permitted assignees;
- k) all references to time are to Italian time, unless expressly provided otherwise. Should any specific date in the Regasification Code refers to a not Business Day, it is understood that such term will be anticipated to the first Business Day before that date;
- l) references to the Capacity Agreement and the Regasification Code are references to the Capacity Agreement and the Regasification Code as amended in accordance with the Capacity Agreement;
- m) references to agreements or documents are references to those agreements or documents as respectively amended in accordance with their terms from time to time;
- n) the Regasification Code has been drafted, and each Capacity Agreement shall be drafted and executed, in the Italian language, which shall be regarded as the sole authoritative and official language and shall be the sole language to be referred to in construing or interpreting the Regasification Code and any Capacity Agreement. Without prejudice to the foregoing, the Parties shall have regard to the Italian text in interpreting any inconsistency between the Italian text and the English text of the Capacity Agreement; and

### 1.1.3 List of Annexes

The following Annexes are included in, and form an integral part of, the Regasification Code:

- a) Annex 1: form for Allocation Request
- b) Annex 2: form for Statement of Release, Statement of Withdrawal
- c) Annex 3: form for Transfer of regasification capacity
- d) Annex 4: form for Capacity Agreement
- e) Annex 5: form for notice of rule for allocating regasified quantities
- f) Annex 6: form for transfer of LNG between Users
- g) Annex 7: form for Bank and User’s Affiliate Guarantees

h) Annex 8: LNG quality and measurement specifications

## Chapter 1.2 - LEGAL FRAMEWORK

### 1.2.1 European Regulation of the Gas Market

- a) The regulations concerning LNG regasification at a European and Italian level were inaugurated with EU Directive 98/30/EC of the European Parliament and Council dated 22 June 1998 (**Gas Directive**), concerning common rules for the internal market in natural gas. This regulation started a process of progressive liberalisation of the sector with the aim of creating a single European market for natural gas, at the same time guaranteeing the same **terms and non-discriminatory** treatment for operators of the system.
- b) In June 2003, the European Parliament and the Council adopted the EU Directive 2003/55/EC (**Second Gas Directive**) also concerning common rules for the internal market in natural gas and that repealed the **EU Directive 98/30/EC**.
- c) On 13 July 2009 the European Parliament and the Council adopted the EU Directive 2009/73/EC (**Third Gas Directive**) on common rules for the internal market in natural gas. Italy enacted the Third Gas Directive through Legislative Decree No. 93 dated 1 June 2011 (**Decree 93**).
- d) Regulation (EC) No. 1775/2005 of the European Parliament and of the Council of 28 September 2005 sets out conditions for access to the natural gas transmission networks (the **First Gas Regulation**).
- e) On 13 July 2009, the European Parliament and the Council issued Regulation (EC) No. 715/2009 which repealed the First Gas Regulation providing new conditions for access to the natural gas transmission networks. The EU Commission Decision of 10 November 2010 amended Chapter 3 of Annex I to Regulation (EC) No 715/2009.

### 1.2.2 Italian Regulation of the Gas Market

- a) The Gas Directive was implemented in Italy by the Decree no. 164 dated 23 May 2000 (**Decree**), concerning common rules for the internal market in natural gas, in accordance with the principles laid down by Law no. 144 dated 17 May 1999.
- b) The Decree introduced rules defining procedures and timing for the liberalisation process as provided for by the Gas Directive, identifying and defining the roles of the various segments of the natural gas “chain”, such as: importation, development, exportation, transport and dispatching, storage, regasification, distribution and sale.
- c) With regard to the regasification activity, the Decree governs amongst other items:
  - (i) LNG plants;
  - (ii) the importation of LNG into Italy; and
  - (iii) the need, by parties who manage LNG terminals, to set up, after a specific resolution of the ARERA (established on the basis of Law no. 481 of 14 November 1995), a regasification code for the purposes of access to the terminals (article 24, paragraph 5).
- d) With a decree dated 27 March 2001, the Ministry of Economic Development set out the “Determination of the criteria for release of authorisations to import natural gas produced in Non-Member States”, in accordance with article 3 of the Decree. Such decree was then partially amended by the Ministry of Economic Development Decree adopted on 2 August 2011 concerning the “Updating of procedures for the releasing of authorizations to import natural gas, in compliance with article 28 of Legislative Decree 1 June 2011, n. 93”.
- e) By Decree 93, Italy enacted the Third Gas Directive. Decree 93 (which entered into force on 29 June 2011) modified various parts of the Decree, simplifying authorisations for import of gas, stressed the principles of transparency and non-discrimination in the assignment of capacity in LNG terminals.
- f) The Ministerial Decree of 19/04/2013 sets out, among the measures to be activated in emergency conditions, the usage of partially used regasification terminals tanks for Peak Shaving Service. With Ministerial Decree dated 18/10/2013 the relevant terms and conditions for peak shaving service during winter period of Gas Year 2013/2014 have been defined;

### 1.2.3 ARERA Resolutions in connection with the Regasification Code

- a) Resolution no. 120/01 – Criteria for determination of the tariffs for the transport and dispatching of natural gas and for the use of LNG terminals.
- b) Resolution no. 193/01 – Provisions regarding tariffs for the transport and dispatching of natural gas and for the use of LNG terminals, for implementation of Resolution no. 120/01 dated 30 May 2001.
- c) Resolution no. 91/02 – Regulation on the right to allocation pursuant to article 27, paragraph 2, of Law no. 273 dated 12 December 2002 in the event of the construction of new LNG terminals and the upgrading of existing terminals.
- d) Resolution no. 137/02 – Adoption of guarantees for the free access to the natural gas transport service and rules for the preparation of the Network Codes.
- e) Resolution no. 146/02 - Provisions regarding tariffs for the transport and dispatching of natural gas, for implementation of AEEGSI Resolution no. 120/01 dated 30 May 2001.
- f) Resolution no. 90/03 – Amendment to ARERA Resolution no. 91/02 dated 15 May 2002, implementing article 27, paragraph 2, of Law no. 273 dated 12 December 2002.
- g) Resolution no. 113/03 – Extension of the conditions under articles 14 and 15, paragraphs 12 and 13, of ARERA Resolution no. 120/01 dated 30 May 2001 regarding LNG regasification.
- h) Resolution no. 141/04 – Extension of the conditions under articles 14 and 15, paragraphs 12 and 13, of AEEGSI Resolution no. 120/01 dated 30 May 2001 regarding LNG regasification.
- i) Resolution no. 52/05 – Start of proceedings for the formation of measures regarding tariffs for the use of LNG terminals for the second period of regulation.
- j) Resolution no. 167/05 – Adoption of guarantees for the free access to the liquefied natural gas regasification service and rules for the preparation of regasification codes.
- k) Resolution no. 178/05 – Criteria for the determination of the tariffs for the regasification service.
- l) Resolution no. 185/05 – General provisions related to the quality of natural gas, according to article 2, paragraph 12, letter g) and h) of Law 481/95.
- m) Resolution no. 168/06 – Urgent provisions for the definition and assignment of transport capacity in the entry points to the national gas network interconnected with the infrastructures for which there is an exemption and for the assignment of residual capacity, by a legislative decree dated 28 April 2006.
- n) Resolution no. 327/07 - Amendment of Art. 8 of ARERA Resolution 168/06.
- o) Resolution no. 92/08 - Criteria for determination of the tariffs related to the regasification service and amendment of AEEGSI Resolutions no. 166/05 and no. 11/07.
- p) Resolution no. 111/08 - Urgent set-up in the area of allocations at the entry points of the national pipeline network interconnected with regasification terminals and integration to ARERA Resolution no. 137/02.
- q) Resolution no. 55/09 - Rules for the adoption and the revision of the access codes of transport, storage and regasification, and for the establishment and the activity of the relevant consultation committees.
- r) Resolution no. 54/10 - Amendment of Article 11 of ARERA Resolution no. 167/05, setting out provisions for non use of regasification capacity.
- s) Resolution 150/2012/R/gas - Criteria for the determination of the regasification service tariff for LNG, for the fourth regulatory period;
- t) Resolution 188/2012/E/com - Approval for the framework for dealing with complaints presented by operators against the transmission, storage, regasification and distribution system operator pursuant articles 44(1) and (2) of Legislative Decree no. 93/11;
- u) Resolution 237/2012/R/GAS - Extension of the criteria for the determination of the regasification tariffs for the transitional period October 2012-December 2013;
- v) Resolution no. 297/2012/R/GAS – Provisions on access to the Transportation Service for natural gas at the entry and exit points of the transmission network interconnected with inventories and with regasification terminals;

- w) Resolution no. 84/2013/R/GAS – Rationalisation of the disclosure requirements regulated in the context of the guarantees of free access to transportation, storage and regasification services;
- x) Resolution 224/2013/R/GAS - Start of proceedings for the formation of measures regarding tariffs and access conditions in case of waiver or annulment of the third party access exemption granted to LNG terminals;
- y) Resolution 272/2013/R/GAS – Criteria for the determination of the regasification service tariff and access conditions in case of waiver or annulment of the third party access exemption granted to LNG terminals;
- z) Resolution no. 84/2013/R/ GAS – Criteria for regulating the regasification tariffs for liquefied natural gas for 2014-2017.
- aa) Resolution no. 471/2013/R/GAS - Provisions for the Peak Shaving Service for the winter period of Gas Year 2013/2014;
- bb) Resolution no. 502/2013/R/GAS – Concerning the provision of flexible services by regasification companies;
- cc) Resolution no. 312/2016/R/GAS – Gas balancing, implementing Regulation (EU) 312/2014;
- dd) Resolution no. 660/2017/R/GAS – Reform of the regulation of the allocation of LNG regasification capacity based on market mechanisms (auctions) by which the ARERA approved the TIRG;
- ee) Resolution no. 110/2018/R/GAS – Approval of the regasification code drawn up by OLT Offshore Lng Toscana S.p.a.;
- ff) Resolution no. 168/2019/R/GAG – Criteria for regulating access conditions, including economic conditions, and for regulating the services provided through LNG storage space and provisions on the separation of accounts for LNG Small Scale services;
- gg) Resolution no. 474/2019/R/GAS – Tariff regulation criteria for the liquefied natural gas regasification service for the fifth regulatory period (2020-2023);
- hh) Resolution no. 85/2020/R/GAS – Measures for accessing the regasification service and approval of the proposed amendment to the regasification code of the company OLT Offshore LNG Toscana S.p.A.;
- ii) Resolution no. 576/2020/R/GAS – Provisions on accessing the regasification service for periods exceeding one gas year;
- jj) Resolution no. 190/2021/R/GAS – Provisions on the definition of reserve prices for the allocation of regasification capacity and approval of the proposal to amend the regasification code and fees for flexibility services by OLT Offshore LNG Toscana S.p.A.
- kk) Resolution 474/2021/R/GAS – Approval of the proposed amendment to the regasification code and fees for the virtual liquefaction flexibility service of the company OLT Offshore LNG Toscana S.p.A.;
- ll) Resolution 190/2022/R/GAS – Provisions on the allocation of regasification capacity;
- mm) Resolution 240/2022/R/GAS – Provisions on the definition of reserve prices for the allocation of regasification capacity;
- nn) Resolution 278/2022/R/GAS – Approval of proposed tariffs for the LNG regasification service for the year 2023 and provisions on the revenue coverage factor for the year 2021;
- oo) Resolution 196/2023/R/GAS – Tariff regulation criteria for the liquefied natural gas regasification service for the sixth regulatory period (2024-2027);
- pp) Resolution 279/2023/R/Gas – Approval of the tariff proposals for the LNG regasification service for the year 2024, the tariff proposals for the new Piombino terminal for the years 2023 and 2024, and provisions on the revenue coverage factor for the year 2022;
- qq) Resolution 288/2023/R/Gas – Provisions on the definition of reserve prices for the allocation of regasification capacity;
- rr) Resolution 253/2024/R/Gas - Approval of the tariff proposals for the LNG regasification service for the year 2025, of the revenue coverage factors for the year 2023, and amendments to Annex A to the Authority's Resolution 196/2023/R/gas (RTRG 6PRT).



## Chapter 1.3 - DESCRIPTION OF THE TERMINAL

### 1.3.1 General Description

The Terminal, an existing Moss type LNG carrier (the ex “Golar Frost”) converted into a floating terminal, is located 12 nautical miles offshore between Livorno and Pisa in Tuscany, Italy. The geographical coordinates of the terminal are 43° 38’ 40” N 09° 59’ 20” E (Gauss Boaga Datum Roma). The depth of the sea bed is approximately 120 metres. The Terminal is connected to shore via a 32" diameter pipeline built and operated by SRG.

The Terminal specifications are:

Displacement	115,870 metric tonnes
LOA	306.49 m
Gross Tonnage	117.916 metric tonnes
Net Tonnage	35.374 metric tonnes
Maximum width	48 m
Draught (ballast)	10.78 m
Draught (load)	12.30 m

The main functions of the Terminal are:

- i) Receive, allow mooring and unloading of LNG Carriers;
- ii) Store;
- iii) Recover Boil-Off Gas (BOG);
- iv) LNG Regasification;
- v) Wobbe Index correction;
- vi) Importing Gas within the Gas Quality Specification into the National Transmission System;
- vii) Utilities;
- viii) Safety and control systems; and
- ix) Receive, allow mooring and loading the Small Scale Carriers.

#### **i) Receive, allow mooring and unloading of LNG Carriers**

The Terminal may receive LNG from LNG Carriers with a capacity ranging from 65,000 m<sup>3</sup> to 180,000 m<sup>3</sup> (or equivalent the class entitled “New Panamax”). The LNG from the LNG Carriers is Unloaded to the Terminal storage tanks. The maximum Unloading rate is 12,000 m<sup>3</sup>/hr.

The LNG is transferred via three 16” loading arms on board the Terminal and a fourth arm is used to maintain the vapour balance in the LNG Carrier by routing BOG generated in the Terminal storage tanks back to the LNG Carrier. The following arms are available:

- 2 liquids,
- 1 vapour, and
- 1 hybrid (liquid/vapour).

The hybrid arm is used to Unload LNG to the Terminal under normal conditions and can be used as the BOG vapour return if there is a failure in the vapour return arm.

## ii) Storage

The Terminal has four Moss® Sphere type LNG containment tanks. Each tank has a diameter of about 40 metres. The storage capacity is approximately 135,000 m<sup>3</sup>. Each storage tank is equipped with an LNG in-tank pump, which transfers the LNG to the regasification module. This pump is retractable and installed in a dedicated pump well. In addition, one existing cargo pump, which has a higher capacity, is installed in the storage tank. These pumps are available to transfer liquid from one tank to another in case of operational requirements. The LNG is stored in the tanks at a temperature of approximately -163 °C and at a pressure of 0.25 barg.

## iii) Boil-Off Gas Facilities

BOG is generated in the LNG tanks as a result of the following:

- Heat ingress from the storage spheres;
- Superheated LNG that flashes into the storage tanks during LNG Carrier Unloading, due to the heat generated by the LNG Carrier's cargo pumps and heat ingress in the loading arms, loading lines/manifolds.

The generated BOG is collected in the BOG header from where it can be routed to the following:

- LNG Carrier via the vapour return arm (during Unloading)
- The fuel Gas system;
- The recondenser via the BOG compressor (unspared); and
- The atmosphere exclusively in emergency situations.

## iv) LNG Regasification

The LNG pressurised by the booster pumps is routed to three Intermediate Fluid Vaporisers (IFV) of the Tri-Ex type. The LNG is vaporized in a cyclic process with propane as the intermediate fluid. In the first heat exchanger, the LNG will be vaporized against propane vapour, which condenses. A second heat exchanger vaporizes the condensed propane with the heat of the seawater. In a third heat exchanger, the natural gas is superheated with seawater.

## v) Wobbe Index Correction

If the quality of the LNG does not meet the National Transmission System's minimum quality requirements due to imitations on the Gross Calorific Value and/or the Wobbe Index, nitrogen shall be injected at low pressure into the recondenser. Nitrogen is generated by an *ad hoc* nitrogen production unit. The Wobbe Index correction system is sized to produce up to 10,400 Sm<sup>3</sup>/h of nitrogen.

## vi) Importing Gas within the Gas Quality Specification into the National Transmission System

After vaporisation, Gas shall be routed to a fiscal metering station, which includes ultrasonic flow metering ramps and a protection system (HIPPS). Downstream of the HIPPS, the redelivered Gas is routed to a subsea pipeline via a turret and two flexible risers. The turret is equipped with a swivel which allows 360° Terminal rotation. A subsea safety isolation valve (SSIV) station is installed at the connection between the risers and the submarine gas pipeline, which allows for isolating the Terminal from the National Transmission System in case of emergency.

## vii) Utilities

The original steam plant has two dual-fuel steam boilers that may burn either Gas (BOG from the LNG tanks or gas from the vaporisers) or marine gas oil. Each boiler has a capacity of 55 t/h of superheated steam at 62 bar g and 510 °C. Two new turbo generators were installed during the conversion work and are fuelled by the steam facility in the engine room.



The Terminal generates its own power exclusively through its own steam turbo generators and does not import electrical power from the onshore national electricity grid. The electric power generating plant, installed in the engine room area, consists of two new 10 MW steam turbo generators, 3.5 MW steam turbo generators and a group of 3.35 MW diesel generators.

#### viii) Safety and control system

The LNG regasification plant is controlled remotely by the centralised control room with an automatic system. This system is divided into two (2) subsystems:

- Distributed control system (DCS) the function of which is the acquisition, processing and regulation of the plant process and monitoring parameters;
- Emergency shutdown system (ESD) the function of which is to carry out the sequences to start up, stop and block the plant equipment which is automatically programmed to switch to a predefined safe mode in an emergency.

The Operating Company shall operate and maintain the Terminal in accordance with the standards of a Reasonable and Prudent Operator.

#### ix) Receive, allow mooring and loading/unloading the Small Scale Carriers

The Terminal may receive Small Scale Carriers for loading/unloading LNG from the Terminal to such Small Scale Carriers. The maximum loading/unloading rate is around 900 m<sup>3</sup>/hr.

The Small Scale User shall comply with the provisions and specifications of the Maritime Regulations.

### 1.3.2 Terminal Capacity

The Terminal regasification capacity is determined by considering the technical, environmental and operational constraints of the Terminal, the number and duration of Berthing Slots, storage capacity, send-out capacity, and the capacity available at the Redelivery Point.

The Terminal shall operate with a permitted regasification capacity of 5 bcm/year. Such capacity is the design capacity under normal operating conditions and without considering the operational constraints and the limitations on the National Transmission System operated by SRG. To assess the Terminal capacity the following values must be taken into account:

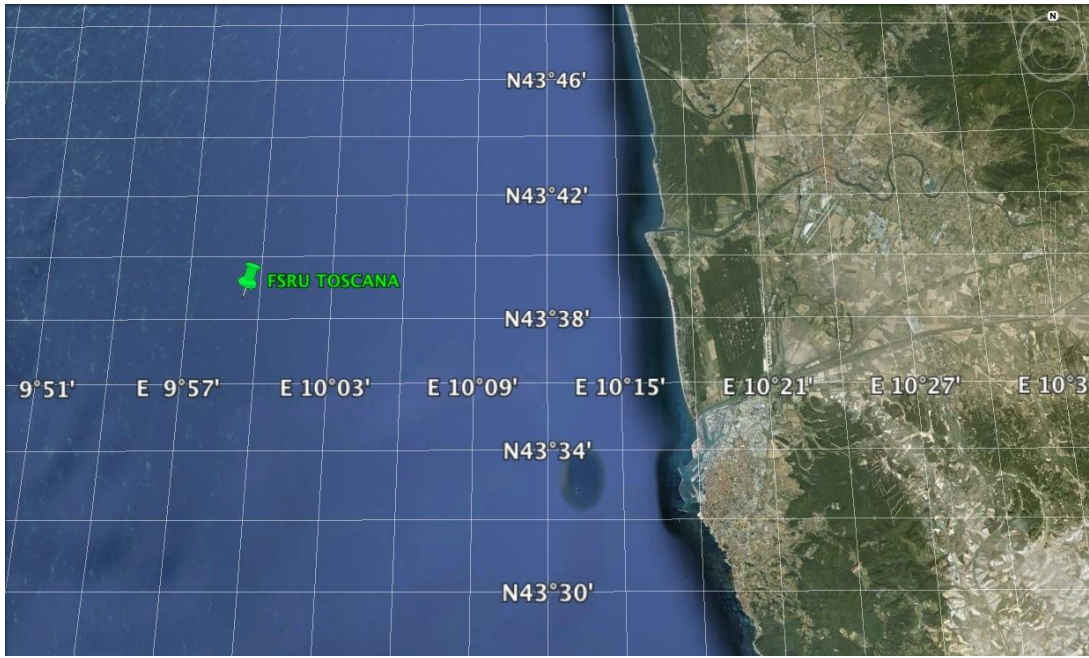
A. **Unloading capacity:** the Unloading capacity within a reference period (e.g.: Gas Year) of operations at the Terminal is defined taking into account:

- i) maximum number of Berthing Slots;
- ii) amount of LNG Unloaded by the LNG Carrier in each of the Berthing Slots, also taking into account the quality of the LNG;

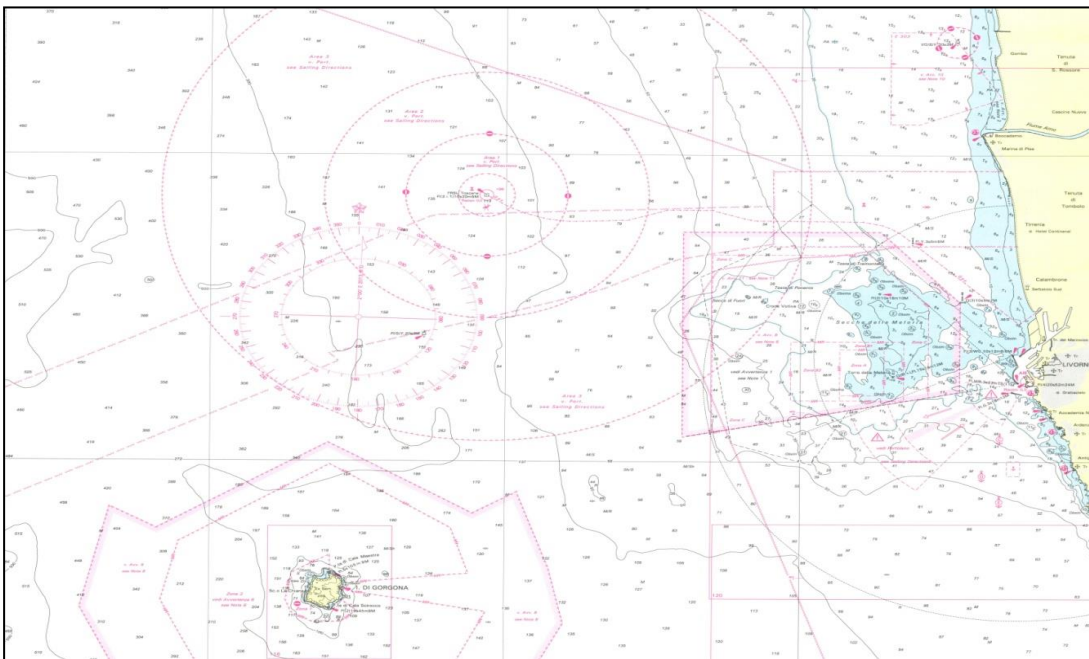
B. **send out capacity:** the send out capacity depends *inter alia* on the availability of each item of equipment, the terminal Fuel and losses, maintenance, the density of the LNG and any constraints imposed by the National Transmission System connected to the Terminal.

### 1.3.3 Terminal Manuals

The User and the Operating Company shall comply, and the Operating Company shall procure that any sub-contractor shall comply, with the provisions of the Terminal Manuals at all times unless any such provisions conflict with the applicable laws or regulations or with International Standards. The User shall also procure that any LNG Carrier and any Ship Owner shall comply with the Technical Manuals, unless any such provisions conflict with the Applicable Law and/or International Standards.



(Fig. 1)



(Fig. 2)

**Coordinates FSRU Toscana:** 43° 38' 40" N  
09° 59' 20" E

## Chapter 1.4 - DESCRIPTION OF SERVICES

### 1.4.1 Services

#### 1.4.1.1 Services provided by the Terminal

The Operating Company shall provide the User with the Regasification Service defined in Clause 1.4.1.2 below under the terms and conditions stated in this Regasification Code and in accordance with the Terminal Manuals. The Regasification Service may be continuous or spot/FCFS.

#### 1.4.1.2 Regasification Service

a) For the entire duration of the relevant Capacity Agreement, save as otherwise provided for example, in the event of Adverse Weather Conditions, Force Majeure and safety concerns, etc., the Operating Company will provide the User with the Regasification Service, which includes:

- (i) providing the number of Berthing Slots set forth as a result of the regasification capacity allocated to enable the User to deliver LNG at the Terminal;
- (ii) allowing mooring access alongside the Terminal to receive and Unload LNG Carriers or Small Scale Carriers accepted pursuant to Chapter 2.2;
- (iii) providing the Terminal's crew to hook the LNG Carrier or Small Scale Carrier mooring lines to the Terminal only;
- (iv) receipt of an Unloaded Cargo from an LNG Carrier or from a Small Scale Carrier during a Delivery Slot;
- (v) storage of the User's LNG in the Terminal;
- (vi) providing the Continuous Redelivery Service;
- (vii) redelivery of Gas to the Redelivery Point or to the Virtual Exchange Point: the Gas quantities will be made available by the Operating Company to SRG which will take delivery of them so that they may be redelivered to Users as part of the Transportation Service envisaged by the Network Code (**Transportation Service**). To such end, the Operating Company is allocated the transport capacity required to import the quantities of regasified LNG to the National Transmission System;
- (viii) providing nitrogen production and injection service for correction of the Wobbe Index of Gas;
- (ix) metering, measurement and analysis of LNG and Gas in accordance with the provisions of Annex 8;
- (x) administrative services required to be performed by the Operating Company under the Regasification Code such as, by way of example and without limitation, reporting and allocation;
- (xi) all scheduling, administrative and other services related to the services described in Clauses 1.4.1.2a)(ii) - 1.4.1.2a)(x) above; and
- (xii) availability of the mooring, tug and pilot services to the LNG Carrier or Small Scale Carrier.

b) For each Gas Day falling between the effective date of the Capacity Agreement and the expiry thereof, the Operating Company will make available to the Users other than Complementary Users (in respect of whom the provisions of Clause 3.4.1.1 shall apply):

- (i) the Continuous Redelivery Service unused by any other User; and/or
- (ii) the available capacity in excess of the regasification capacity required to provide the Continuous Redelivery Service, on an interruptible basis, pursuant to Clause 3.4.1.8d) (Interruptible Redelivery Service). The Operating Company may interrupt any Interruptible Redelivery Service made available to the Users at any time and for any reason without incurring any liability as a result of or in connection with such interruption.

c) The Regasification Service does not include, among other things, pilot services or escort or watch vessels (other than the guardian vessel), the disposal of waste in any form from an LNG Carrier, LNG Carrier ballast, bunkering services, fresh water supply, shore leave for LNG Carrier crews, port mooring

personnel for line handling (if mandatory), independent cargo surveyor services, any Maritime Authority or other fees, any vetting activities, any condition assessments or any port fees. The costs and expenses of the staff assigned to mooring duties required under the Maritime Regulations will be exclusively charged to the User.

d) The Complementary User accepts that the Regasification Service offered to Users other than Complementary Users shall have priority over the Regasification Service offered to Complementary Users and that, therefore, in any situation in which the Operator is called upon to assess which service should be interrupted or reduced, the interruption or reduction of the Regasification Service to Users other than Complementary Users shall only take place where any reduction or interruption of the Regasification Service offered to Complementary Users could not avoid the interruption or reduction of the Regasification Service offered to other Users such as, by way of example, in the case of maintenance (both scheduled and unscheduled), in the case of delays due to Adverse Weather Conditions or in the case of a Late LNG Carrier that is nonetheless entitled to berth at the Terminal, it being understood that, by way of example, if an LNG Carrier unloads late with respect to the Ninety Day Unloading and Loading Schedule and, because of such delay, the Unloading cannot be carried out due to the next scheduled Complementary Slot, the latter shall be rescheduled later with respect to the Unloading of the LNG Carrier for the Delivery Slot (subject to Clause 3. 7.2.1).

#### **1.4.1.3 Small Scale Service and additional services**

- a) For the entire duration of the relevant Small Scale Agreement, save as otherwise provided, for example, in the case of Adverse Weather Conditions, Small Scale Service Adverse Weather Conditions, Force Majeure and safety concerns, etc., the Operating Company may provide the Small Scale Service, which includes:
- (i) providing one or more Small Scale Slots so as to allow the withdrawal of a quantity of LNG present at the Terminal in accordance, in particular, with the provisions of Clause 3.3.2.3, it being understood that the LNG to be redelivered will be a part of the LNG available at the Terminal at the moment of the loading on to the Small Scale Carrier and not necessarily the LNG made available for the Small Scale Service by the Small Scale User;
  - (ii) allowing mooring access alongside the Terminal to Load Small Scale Carriers accepted pursuant to Chapter 2.2;
  - (iii) providing the Terminal's crew to hook the Small Scale Carrier mooring lines exclusively to the Terminal;
  - (iv) availability to load LNG on to a Small Scale Carrier during a Small Scale Slot;
  - (v) availability of mooring, tug and pilot services, where envisaged by the Applicable Law, for the Small Scale Carrier;
  - (vi) administrative services required to be performed by the Operating Company under the Regasification Code such as, by way of example and without limitation, invoicing, reporting and allocation;
  - (vii) all scheduling, administrative and other services related to the services described in Clauses 1.4.1.2a)(i) - 1.4.1.2a)(x) above;

The Small Scale User accepts that the Regasification Service will always have priority over the Small Scale Service and that, therefore, in any situation in which the Operating Company will be asked to assess which service must be interrupted or reduced, the interruption or reduction of the Regasification Service will only occur if any possible reduction or interruption of the Small Scale Service has not been able to prevent even the interruption or reduction of the Regasification Service, such as, by way of example, in the case of maintenance works (both planned and unplanned) or in the case of delays due to Adverse Weather Conditions, it being understood that, by way of example, if a LNG Carrier is late in Unloading in respect of the Ninety Day Unloading and Loading Schedule due to Adverse Weather Conditions and, as a result of such delay, the Unloading cannot take place in a manner compatible with the scheduled Small Scale Slot, the latter will be rescheduled for after the Unloading of the LNG Carrier.



It being understood that the Provision of the Small Scale Service by the Operating Company does not imply any obligation on the Operating Company to procure or make available the quantities of LNG necessary for the use of the Small Scale Service, it being therefore incumbent on the Small Scale User to ensure that on the date on which the Small Scale Slot is planned, the LNG intended for loading is available at the Terminal. The Small Scale User and any interested User accept that the quantity of LNG intended for loading will be withdrawn by the Operating Company from the quantities present in the Terminal's tanks at the time of loading and that, therefore, the quantity of LNG involved in the Small Scale Service may be different from the LNG actually Unloaded.

Subject to the provisions in Clause 1.4.2, the Operating Company may agree to provide the User with any additional services within the capabilities of the Terminal and in accordance with the applicable regulatory terms such as, by way of example, the Flexibility Services.

The Operating Company could make available, pursuant to Ministerial Decree of 18/10/2013 issued by the Ministry for Economic Development (13A08697), the Peak Shaving Service. The Peak Shaving Service Supplier is requested to sign with the Operating Company a Capacity Agreement.

#### **1.4.1.4 Safety of Operations**

The Terminal will operate in strict compliance with all applicable operating and safety rules and procedures of the Operating Company and with all applicable International Standards and Applicable Laws.

#### **1.4.1.5 Authority of Terminal Manager**

The User shall and shall procure that each member of the User's Group shall, be bound by and comply immediately with any instructions and/or orders issued by the Terminal Manager regarding safety and/or environmental matters of any nature at the Terminal and/or within the Exclusion Zone.

#### **1.4.1.6 Waiver of Regasification Service or Small Scale Service**

If the User does not request all or any portion of the Regasification Service (or Small Scale Service) made available by the Operating Company (including in circumstances where Force Majeure causes or results in the User being unable to use the Regasification Service or Small Scale Service), the User will not be entitled to an equivalent amount of Regasification Service (or Small Scale Service) at a later date in lieu of such unused or unrequested Regasification Service (or Small Scale Service), subject to the provisions of Clause 5.2.1.2.

#### **1.4.2 No Discrimination**

Save as required by Applicable Laws, the Operating Company shall not provide any User or Small Scale User with:

- a) the Regasification Service or Small Scale Service
  - (i) on terms and conditions which differ from those contained in the Regasification Code and are discriminatory against the User or Small Scale User; or
  - (ii) which would have an adverse effect on the Regasification Service or Small Scale Service which the Operating Company has agreed to provide to the User or Small Scale User; and/or
- b) other services if the provision of such other services would have an adverse effect on the Regasification Service User which the Operating Company has agreed to provide to the User pursuant to the Capacity Agreement or on the Small Scale Service that the Operating Company has agreed to provide to the Small Scale User in accordance with the Small Scale Agreement.

#### **1.4.3 Assignment to Terminal Lenders**

The Operating Company may, in its sole discretion, at any time, transfer, assign, mortgage, charge, pledge, create or dispose of any of its rights and/or (if applicable) obligations under the Capacity Agreement by way of security to any Terminal lenders, with which, at the request of the Operating Company, the User agrees to enter into direct agreement Terminal lender means any financial institution or other person which will finance or proposes to finance or refinance the design, procurement, development, operation, modification and/or expansion of the Terminal, and includes the agents or directors of such persons.

#### **1.4.4 Sub-contracting**

The Operating Company may, at its sole discretion, at any time appoint and replace any contractor(s) or sub-contractor(s), including ECOS s.r.l. or any other company appointed and authorised by the Operating Company to provide, in whole or in part, the Regasification Service, including the operational management and maintenance of the Terminal pursuant to the International Safety Management Code and ISO 9001, 14001 and OHSAS 18001 (**the O&M Contractor**).

#### **1.4.5 Mooring, tug and pilot services**

The User or Small Scale User shall be responsible for requesting the provision of the mooring, tug and pilot services for each LNG Carrier by entering into agreements with the relevant service providers in accordance with the provisions of the Maritime Authorities, it being understood that the User or Small Scale User shall bear the charges due for these services that are not included in the Regasification Service. The information available on these charges will be published on the Operating Company's website.

## **Chapter 1.5 - INFORMATION MANAGEMENT**

### **1.5.1 Website and Electronic Communications System**

#### **1.5.1.1 Website and development of the Electronic Communications System**

The Operating Company shall operate and update:

- a) a public website; and
- b) a private, password-protected electronic communications system (**ECS**) for the Operating Company, the Users,

on which the Operating Company shall publish and manage the information referred to in Clauses 1.5.1.2 and 1.5.1.3 and any other information relating to the Terminal which the Operating Company deems appropriate, in its sole discretion. The terms and Service Conditions of the Electronic Communications System shall be set out in the ECS Manual.

#### **1.5.1.2 Website**

On a website, the Operating Company shall publish information that shall be accessible to the public, including:

- a) a current copy of the Regasification Code and Technical Manuals;
- b) aggregate deliveries at the Redelivery Point by the Terminal for each Gas Day or any other information that must be published in accordance with Applicable Law.

#### **1.5.1.3 Electronic Communications System**

a) To the extent of a User's rights under its Capacity Agreement the Operating Company shall publish specific Terminal related information on the Electronic Communications System that shall be accessible to such User and the Operating Company only. The content of this information shall be set forth in the ECS Manual;

b) The Operating Company will provide the User through the Electronic Communications System with the information required to guarantee the User's commercial operations such as, by way of example and without limitation, the Annual Unloading and Loading Schedule and the User's Ninety Day Unloading and Loading Schedule, the User's Inventory, its daily allocation and its Debtor/Creditor User position, the redelivery Period with the relevant User's Percentage Share, the Default Redelivery Profile, the acceptance of Redelivery Nominations and Redelivery Renominations as well as the overall daily quantity nominated/renominated by all the Users;

c) The User will inform the Operating Company through the Electronic Communications System of its commercial operations (by way of example and without limitation, the Operating Company may ask for the Electronic Communications System to be used by the Users to communicate their Redelivery Nominations and Redelivery Renominations, information regarding its LNG Carriers, Delivery Slot Releases and/or transfer of ownership of the LNG, or any other information which it may deem should be communicated in such way);

d) The ECS Manual will be made available to the User by the Operating Company once the relevant Capacity Agreement has been executed;

e) The Operating Company shall use any information specific to a User only in the context of the Capacity Agreement and in accordance with Applicable Law;

f) In the event that the Electronic Communications System is not available for any reason, Operating Company shall provide, by alternative means determined at the latter's discretion, all the information to which the User would have had access through the Electronic Communications System.

## **SECTION 2: ACCESS TO SERVICES**

### **Chapter 2.1 - SERVICE ACCESS REQUIREMENTS**

#### **2.1.1 Compliance with Service Conditions**

Access to the Regasification Service at the Terminal is granted in an impartial manner and on equal terms to all parties, whether natural or legal persons, provided that they meet the following requirements.

The Applicant shall satisfy, and declares that it satisfies in the regasification capacity request, all of the following conditions, which must have been met at the time of regasification capacity request (under the capacity allocation processes set forth in Clauses 2.1.5.2, 2.1.5.3, 2.1.5.4, 2.1.8 and 2.1.9) and for the duration of the Service Period (the **Service Conditions**):

a) The Applicant shall be a Transportation Service User pursuant to article 13 TIRG or, should this requirement not be satisfied, the Applicant shall appoint one or more Transportation Service Users to whom to allocate the Gas quantities nominated at the Redelivery Point for the redelivery to SRG submitting its declaration in accordance with Annex 5, and, in any case, it will indemnify and hold the Operating Company harmless from and against any default by the Users of the Transportation Service indicated by the Applicant pursuant to article 13.6 TIRG.

b) the Applicant shall meet the credit and insurance requirements envisaged, on a case-by-case basis by Chapter 3.1;

c) the Applicant certifies the availability of LNG Carriers or Small Scale Carrier approved for the unloading in the Terminal or it undertakes to deliver the LNG through vessels compatible with the specifications of the Terminal to be authorized according to the procedures established and defined by the Operating Company in the Technical Manuals, so that the risk of a failure of the authorization procedures is assumed by the Applicant; and

d) the Applicant shall possess all other Authorisations necessary for (i) the performance of all activities under, connected with and ancillary to, the Capacity Agreement, and (ii) the exercise of its rights and performance of its obligations under the Capacity Agreement.

The Applicant shall comply with all the Applicable Law concerning the exercise of its rights, the fulfilment of its obligations and the execution of the connected or ancillary activities that are performed under the Capacity Agreement. At the time the regasification capacity will be used, the Users shall be authorized by the Ministry of Economic Development to import LNG pursuant to article 3 of Legislative Decree 164, 23 May 2000.

This is without prejudice to the controls performed by the Ministry for Economic Development and by the Competent Authority. If during these controls, it is established that the relevant requirements are not met, the allocated capacity may not be subject to scheduling/transfer by the User, without prejudice to the payment of all the charges connected to that capacity and the release provided under art. 17 of the Regulation (EC) No. 715/2009. In these cases, without prejudice to any decision and instruction by the Ministry for Economic Development and by the Competent Authority, no compensation will be due for the selling of the capacity to third parties.

#### **2.1.2 Notification of compliance and non-compliance**

In case:

a) The User does not comply with or ceases to comply with one or more Services Conditions and/or

b) The Transportation Service Users appointed by the User pursuant to art. 13.6 TIRG do not comply with or cease to be compliant with one or more the requirements for transportation service access

the User shall notify the Operating Company immediately after becoming aware of such event or circumstance providing reasonable details of the reason for such failure and/or, as the case may be, make any reasonable effort to ensure the Transportation Service Users meet again the requirements set forth in the Network Code.

#### **2.1.3 Consequences of failure to meet the Service Conditions**



- a) Without prejudice to Clauses 2.1.3b)(ii), 2.1.3b)(iii), 2.1.3b)(iv), 5.3.2 and/or 5.3.3, if the User and/or the Transportation Service Users fail(s) to comply with the Service Conditions:
- (i) the Operating Company may, without any liability on the part of the Operating Company, immediately suspend or discontinue the provision, in part or in whole, of the Regasification Service to the User for the duration of such non-compliance; and
  - (ii) the User shall indemnify and hold harmless the Operating Company from and against all Loss suffered or incurred by the Operating Company arising out of or in connection with any such failure by the User and/or any acts performed by the Operating Company pursuant to Clause 2.1.3 including any redelivery of the User's Gas pursuant to Clause 2.1.3b)(ii).
- b) If the provision of the Regasification Service to the User is suspended in accordance with Clause 2.1.3a):
- (i) the Operating Company shall not allow the User to moor its LNG Carrier or its Small Scale Carrier (in the case of a Complementary User using such a Carrier) at the Terminal or, if the LNG Carrier or the Small Scale Carrier is already moored at the Terminal, then the Operating Company shall be entitled to order the LNG Carrier or to the Small Scale Carrier to depart from the Terminal with immediate effect, subject to the requirements of the Technical Manuals and any applicable Maritime Regulations;
  - (ii) The Operating Company shall be entitled to regasify the User's LNG and redeliver the User's Gas to the Redelivery Point in accordance with any redelivery profile which the Operating Company considers appropriate in its sole discretion so as to ensure that the User's Inventory is reduced by such amount that, after having complied with the User's obligations under Clause 3.4.2 and Chapter 3.5, the User's Inventory is equal to zero (0), provided that the entitlement of the other Users to the Continuous Redelivery Service is under no circumstances adversely affected by such arrangements;
  - (iii) the User will continue to fulfil its payment obligations under Clause 5.2.1.2 and to pay the sums due under Clauses 5.3.1.1 and 5.3.1.2;
  - (iv) the User shall continue to comply with its Minimum Redelivery Obligation and to pay for the Gas to cover Consumption and Losses

#### **2.1.4 User's obligation to act as Reasonable and Prudent User**

- a) The User shall, for the duration of the Capacity Agreement, act as a Reasonable and Prudent User.
- b) The User shall and shall procure that each member of the User's Group shall, ensure strict compliance with all applicable operating and safety rules and procedures of the Operating Company and/or the Terminal, as set out in the Terminal Manuals, and with all applicable International Standards and Applicable Laws.

#### **2.1.5 Capacity allocation at the beginning of Gas Year**

The allocation of regasification capacity at the start of Gas Year relates to the Continuous Regasification Service and refers to the offer and allocation of Continuous Capacity which may be allocated by the Operating Company subsequent to the publication of the Continuous Capacity available pursuant to Clauses 2.1.5.2, 2.1.5.3 and 2.1.5.4. The Continuous Capacity made available by the Operating Company for allocation and associated with each Delivery Slot is equal to:

- i) the available capacity remaining subsequent to the previous allocation procedures envisaged by Clause 2.1.5 (Primary Capacity);
- ii) the capacity made available to the Operating Company for allocation pursuant to Clause 3.2.3.1 (Secondary Capacity); and

Where the Operator makes available additional volumes of LNG associated with the Delivery Slots in accordance with the manner described in the relevant procedure published on its website, such volumes shall be offered with priority to Users who have been awarded Continuous Capacity in previous allocation processes.

With reference to Clause 2.1.5.i), the Continuous Capacity offered shall be the residual capacity with respect to any requests for additional volumes received.

It being understood that, in the award procedures, priority will be given to Primary Capacity over Secondary Capacity pursuant to article 5 paragraph 12 TIRG in accordance with the provisions of the rules of the Regasification Auction Platform.

### 2.1.5.1 Continuous Capacity allocation process

The purpose of the allocation process pursuant to this Clause, is to allocate Continuous Capacity, in accordance with Clauses 2.1.5.2, 2.1.5.3 and, 2.1.5.4 and a corresponding number of Berthing Slots as published on the Operating Company's website. The regasification capacity, expressed in m<sup>3</sup>liq/year, made available by the Operating Company for allocation with corresponding number of Berthing Slots, is equal to:

- i) Capacity available following the previous multi-year allocation processes;
- ii) Capacity made available to the Operating Company for allocation pursuant to article 8, paragraph 2, TIRG;
- iii) made available to the Operating Company for allocation pursuant to article 14, paragraph 3, TIRG;

Continuous Capacity is allocated to parties that meet the Service Conditions for periods of one or more Gas Years (annual or multi-year allocation), in accordance with article 5 TIRG. The Continuous Capacity will be associated with a Maximum Number of Permitted Berthing Slots, calculated as follows (rounded down to the lowest whole number):

$$\text{Maximum Number of Permitted Berthing Slots} = \frac{\text{ACQ (m}^3\text{liq)}}{\text{CAP\_SLOT}_k}$$

Where:

CAP\_SLOT<sub>k</sub> is the minimum regasification capacity associated with a Monthly Slot in the k-th Gas Year pursuant to Clause 2.1.5.3. and

**ACQ** = the annual contract quantity of LNG (expressed in m<sup>3</sup>liq), as specified for each Continuous Capacity User in its Capacity Agreement for a particular Gas Year, subject to adjustment in accordance with the terms of the Regasification Code. Therefore, the ACQ indicates the quantity of LNG that a User is entitled to Unload at the Terminal in such Gas Year.

The Maximum Number of Permitted Berthing Slots will be discretionary determined by the Operating Company, and such decision may not be challenged by the Users.

### 2.1.5.2 Annual and Multi-year Allocation Process with expression of interest

On 15 March of each year the Operating Company will publish the Continuous Capacity available for allocation from the first (1<sup>st</sup>) Gas Year to the twenty-fifth (25<sup>th</sup>) Gas Year following that of allocation.

By 1 April of each Year, each interested party may send the Operating Company one or more expressions of interest using the form attached to this Regasification Code (Annex 1), indicating the interval according to the following criteria:

- i. requests must relate to intervals of consecutive Gas Years;
- ii. the first of the Gas Years concerned may not be later than the beginning of the sixth (6<sup>th</sup>) Gas Year following the Gas Year of award;
- iii. the minimum duration is five (5) Gas Years, if the expression of interest refers to at least one Gas Year between the sixth (6<sup>th</sup>) and the fifteenth (15<sup>th</sup>) Gas Year following the Gas Year of award;
- iv. the minimum duration is two (2) Gas Years, if the entire interval falls within the period between the first (1<sup>st</sup>) and the fifth (5<sup>th</sup>) Gas Year following the Gas Year of award;

indicating the capacity of interest expressed in number of Delivery Slots and regasification capacity associated with the latter for each Gas Year.

On the basis of the expressions of interest received, the Operating Company shall prepare, in compliance with the following criteria, a proposal to the Authority for the offer of capacity within the subsequent allocation process:

1. one or more capacity products are defined based on the Gas Year of commencement of the capacity service and the number of adjacent Gas Years for which regasification capacity is made available;
2. the regasification capacity offered and possibly allocated for each product shall be the same in all Gas Years to which the product refers;
3. each product is defined with the objective of maximising the value of the allocated capacity, taking into account, for the purposes of the starting date, the interest expressed for products of at least two consecutive Gas Years in the period up to the fifth (5<sup>th</sup>) Gas Year following the Gas Year of award, and of at least five (5) consecutive Gas Years from the sixth (6<sup>th</sup>) Gas Year following the gas Year of award onwards, taking into account, for the purposes of duration, consistency with the development of long-term import projects, in accordance with the provisions of article 5 of the TIRG.

Following this assessment with the Authority, the Operating Company, by 15 April of each year, shall publish the Continuous Capacity expressed in Monthly Slots/year available for award.

By 5 May of each Year each Applicant that meets the Service Conditions shall:

- a. sign the capacity commitments in accordance with the provisions of Clause 2.1.7;
- b. provide adequate financial guarantees in accordance with the provisions of Clause 3.1.1.1.;

In order to participate in the capacity allocation, the Applicant must be eligible to operate on the Regasification Auction Platform in accordance with the relevant rules.

Starting from 7 May of each Gas Year each Applicant will send its request for Continuous Capacity for the regasification capacity identified on the basis of the expressions of interest received through the Regasification Auction Platform. The Continuous Capacity will be requested in accordance with the procedures envisaged by its operational regulation. The Continuous Capacity requested through the Regasification Auction Platform will be divided according to the different Continuous Capacity associated to the Monthly Slots.

For each Gas Year the Continuous Capacity referred to in Clause 2.1.5.1i) is allocated as a priority. In the event that the available Continuous Capacity is not sufficient to fully satisfy capacity requests, the Operating Company shall allocate the Continuous Capacity made available pursuant to Clause 2.1.5.1ii). Where the number of requests exceeds the total capacity referred to in Clauses 2.1.5.1i) and 2.1.5.1ii), the Operating Company shall allocate the available Continuous Capacity pursuant to Clause 2.1.5.1iii).

The award will be made on the basis of an ascending clock auction as described in article 17 of EU regulation no. 459/2017 and in accordance with the rules of the Regasification Auction Platform, with a Reserve Price determined in accordance with article 7 paragraph 1 TIRG. The results of the auction will be available to Users on the Regasification Auction Platform.

Monthly Slots will be awarded in accordance with Clause 2.1.5.3.

On the date the expressions of interest are submitted, and for the sole purpose of defining the starting date of the multi-year products with the aim of maximising the value of the allocated capacity, by 1 April, each party may send the Operating Company its interest in the regasification capacity allocation processes referred to in Clause 2.1.5.3.

### **2.1.5.3 Annual and Multi-Year Allocation Process without expression of interest**

Each party has the right to request, for periods of one Gas Year, with effect from 1 October of the same Year, up to twenty-five (25) subsequent Gas Years, regasification capacity (if available), expressed in Monthly Slots/year.

By 15 June of each Gas Year the Operating Company will publish the Continuous Capacity still available for the allocation from the first (1<sup>st</sup>) Gas Year to the twenty-fifth (25<sup>th</sup>) Gas Year subsequent to that of allocation. The Continuous Capacity will be made available in Monthly Slots.

By 28 June of each Year each Applicant that meets the Service Conditions shall:

- a) sign the Capacity Agreement in accordance with the provisions of Clause 2.1.7;
- b) provide adequate financial guarantees in accordance with the provisions of Clause 3.1.1.1.

It is understood that in order to participate in the allocation of capacity, the Applicant must be authorised to operate the Regasification Auction Platform in accordance with the relevant rules.

By the 1<sup>st</sup> of July, each Applicant will send its request for Continuous Capacity through the Regasification Auction Platform in accordance with the procedures envisaged by the relevant operational regulation.

For each Gas Year, the Continuous Capacity referred to in Clause 2.1.5.1i) is allocated as a priority. In the event that available Continuous Capacity is not sufficient to satisfy capacity requests, the Operating Company shall allocate the Continuous Capacity made available pursuant to Clause 2.1.5.1ii). Where the number of requests exceeds the total Foundation Capacity referred to in Clauses 2.1.5.1i) and Clause 2.1.5.1ii), the Operating Company shall allocate the Continuous Capacity pursuant to Clause 2.1.5.1iii).

The award will be made on the basis of an ascending clock auction as described in article 17 of EU regulation no. 459/2017 and in accordance with the rules of the Regasification Auction Platform, with the Reserve Price. The results of the auction will be available to users on the Regasification Auction Platform.

In relation to the first (1<sup>st</sup>) Scheduling Year, and in relation to each portion of the Gas Year of which the Scheduling Year is composed by, by September, each awardee, including awardee users under Clauses 2.1.5.2 and 2.1.5.4, may indicate its preferences for each Month through the Regasification Auction Platform. In each Month, the Available Delivery Slots will be awarded in the following order:

- i) the party that has been awarded Continuous Capacity in the allocation process completed in the remotest Gas Year;
- ii) of the parties that have been awarded Continuous Capacity in the same Gas Year, priority will be given to the party that has been awarded Continuous Capacity for a higher Unitary Bid Price in relation to the Available Delivery Slot(s) corresponding to the Continuous Capacity which has been awarded in relation to such Unitary Price;
- iii) of the parties that have been awarded Continuous Capacity for the same Unitary Bid Price, priority will be given to the party that has been awarded the highest Continuous Capacity; and
- iv) of the parties that have been awarded Continuous Capacity for the same Unitary Bid Price and for the same Continuous Capacity, priority will be given to the party that first expressed its preferences.

It is agreed that, unless otherwise agreed between all Users and relating to all Delivery Slots allocated to them in a specific Scheduling Year in the selection of the Available Delivery Slots, the awardees shall guarantee the most regular distribution possible of such slots in the various months within each portion of the Gas Year of which the Scheduling Year is composed by, in accordance with article 10, paragraph 4 TIRG and the rules of the Regasification Auction Platform. In the implementation of this principle, for each portion of the Gas Year of which the Scheduling Year is composed by, the User shall indicate its preferences relating to the Available Delivery Slots by allocating each Available Delivery Slot to the fraction of the Gas Year produced by dividing the twelve (12) months that make up the Gas Year by the number two (2), three (3), four (4), six (6) or twelve (12) that is closest to, but not higher than, the number of awarded Available Delivery Slots. If the number of Available Delivery Slots is not divisible by two (2), three (3), four (4), six (6) or twelve (12), the operation will be repeated with the remaining Available Delivery Slots until the residual amount is zero (0) or one (1). Then, any remaining Available Delivery Slot may be allocated freely. It being understood that the preferences expressed by the Users do not give rise to any right of the User in relation to the award of the Available Delivery Slots indicated, since only the Operating Company may assess the preferences expressed by all the Users in accordance with the priority criteria established by Clause 2.1.5.3 of the

Regasification Code. Where a User is unable to schedule its Delivery Slots in accordance with the above criteria due to the unavailability of Available Delivery Slots, the Operator undertakes to reasonably endeavour to meet the needs of a User who requests to schedule its Delivery Slots differently, without prejudice to the Operator's overriding interest in ensuring an even allocation of Delivery Slots throughout in each portion of the Gas Year of which the Programme Year is composed by, but the Operator's decision shall not compromise the rights of any User who has indicated the Available Delivery Slots as having priority over that User. The Operator shall consider requests received from Users who were unable to schedule their Delivery Slots in accordance with the above criteria in the order in which they were submitted, prioritising requests that were submitted first.

In the event that the awardee has not expressed its preferences, the Operating Company will allocate to such User the Available Delivery Slots that are still available after the preferences expressed by the other parties awarded Continuous Capacity, in such a way as to guarantee a distribution of all the Available Delivery Slots allocated to all the Users that is as regular as possible throughout in each portion of the Gas Year of which the Programme Year is composed by and based on a discretionary assessment by the Operating Company, which the relevant User may not in any way challenge. The outcome of the scheduling of the Available Delivery Slots in each Month of the Scheduling Year will be available on the Regasification Auction Platform.

Subsequently by September, each awardee may indicate the order of preference of the Available Delivery Slots in each Month via the Regasification Auction Platform. The Available Delivery Slots will be awarded with the same priorities described above. If the awardee has not expressed its preferences for the Available Delivery Slots scheduled in the first quarter of the Scheduling Year, such party will be automatically assigned the first Available Delivery Slots relating to the Month or Months in question. The outcome of the scheduling of the Available Delivery Slots in each Month of the Scheduling Year will be available on the Regasification Auction Platform.

Subsequent to the aforementioned deadline, each awardee may indicate its preference at any time by choosing from the Available Delivery Slots that are still available at the time of communication of its preference, based on the order in which the awardee made the communication. The awardee's right to choose will be suspended and may not be exercised from 14:00 on the fifth (5<sup>th</sup>) Business Day prior to that on which the regasification capacity allocation procedures envisaged by Clauses 2.1.8.1 and 2.1.8.2 will take place until 14:00 of the tenth (10<sup>th</sup>) Business Day of the subsequent Month, in conjunction with any priority of choice to which the awardees are entitled subsequent to the subsequent allocation procedures. If the parties awarded regasification capacity pursuant to this Clause have not communicated their preference in relation to the Available Delivery Slots for Months M, M+1 and M+2 by 14:00 on the fifth (5<sup>th</sup>) Business Day prior to the start of Month M-1, such parties will be automatically allocated the first Available Delivery Slot for the Month in question based on the order of priority described above by allocating the first Delivery Slots to the Continuous Capacity Users. The outcome of the scheduling of the Available Delivery Slots in each Month of the Scheduling Year will be available on the Regasification Auction Platform.

#### **2.1.5.4 Annual and multi-year capacity allocation procedure with right of withdrawal**

- a) The Operating Company will discretionally decide the share of regasification capacity that will be offered as part of this process, and the related decision may not be in any way challenged by the Users or interested parties. On 1 September of each Year, the Operating Company publishes the Continuous Capacity expressed in Monthly Slots/year which the interested parties may be awarded with the right of withdrawal from the Capacity Agreement in relation to the regasification capacity that will be awarded through this procedure.

Such Continuous Capacity will be offered by the Operating Company via the Regasification Auction Platform for one or more Gas Years, starting with the second (2<sup>nd</sup>) until the sixteenth (16<sup>th</sup>) Gas Year subsequent to that of allocation.

The parties that are awarded such capacity in the context of this award procedure shall pay the Operating Company, as fee for the award of the right of withdrawal, a sum equal to a percentage of the Unitary Bid Price applied to the awarded Continuous Capacity (Right of Withdrawal Fee),



which the Operating Company will notify from year to year and which will be published at the same time as the available Continuous Capacity. Under no circumstances may the payment of the Right of Withdrawal Fee be considered as payment of part of the Unitary Bid Price applied to the Continuing Capacity.

By 26 September of each Year, each Applicant that meets the Service Conditions shall:

- i. sign the capacity commitments in accordance with the provisions of Clause 2.1.7; and
- ii. provide financial guarantees in accordance with the provisions of Clause 3.1.1.1.

It being understood that in order to participate in this allocation, the Applicant must be eligible to operate on the Regasification Auction Platform in accordance with the relevant rules.

On 28 September of each Year, the Applicant will send its bid for Continuous Capacity for one or more Gas Years via the Regasification Auction Platform, in accordance with the procedures envisaged by the relevant operating rules.

The award will be made on the basis of an ascending clock auction as described in article 17 of EU regulation no. 459/2017 and in accordance with the rules of the Regasification Auction Platform, with a Reserve Price determined in accordance with article 7 paragraph 1 TIRG. The results of the auction will be available to users on the Regasification Auction Platform.

By 30 May of each year, each awardee shall pay the Right of Withdrawal Fee in relation to the following Gas Year.

In the event that the Right of Withdrawal Fee is not paid, the Operating Company may terminate the Capacity Agreement due to User's Default and offer the Continuous Capacity in the subsequent allocation procedures as Primary Capacity, without prejudice to the defaulting User's responsibility to pay in full the Right of Withdrawal Fee applied to the awarded Continuous Capacity and subject to any right envisaged by the Capacity Agreement or the Applicable Law in favour of the Operating Company, including the Operating Company's right to enforce the financial guarantees provided in accordance with Clause 3.1.1.1 to satisfy its right to receive the Right of Withdrawal Fee.

Where the User awarded Continuous Capacity pursuant to this procedure has paid the Right of Withdrawal Fee, it may legitimately withdraw (including only for one or more Monthly Slots) from the Capacity Agreement in relation to the Continuous Capacity by giving notice thereof to the Operating Company by 12:00 of 1 June of each Gas year prior to the relevant Gas Year. As consideration for the award of the right of withdrawal, the Operating Company will definitively retain the Right of Withdrawal Fee regardless of the exercise of the right of withdrawal by the entitled User. It is understood that in case of exercise of the right of withdrawal, the User will be released from any further obligation, including the commitment to pay the Unitary Bid Price applied to the awarded Continuous Capacity, and may not in any way be qualified as a Defaulting User. In case the User exercises the right of withdrawal only for one part of the allocated Continuous Capacity, the User shall have to indicate precisely which Monthly Slots will be subject to withdrawal, under penalty of invalidity and ineffectiveness of the relevant withdrawal notice.

Any Continuous Capacity User that has been awarded Continuous Capacity pursuant to this allocation procedure may not exercise the right of withdrawal envisaged by Clause 5.3.3.1.

The regasification capacity that is the subject of withdrawal pursuant to this Clause will be offered by the Operating Company during the subsequent allocation processes as Primary Capacity.

- b) The Operating Company will decide the share of regasification capacity that will be offered as part of this discretionary process, and the related decision may not be in any way challenged by the Users or interested parties. On 1 February of each Year, the Operating Company will publish the Continuous Capacity expressed in Monthly Slots/year that may be awarded to the interested parties together with the right to withdraw from the Capacity Agreement with regard to the regasification capacity that will be awarded through this procedure.

Such Continuous Capacity will be offered by the Operating Company through the Regasification Auction Platform for one or more Gas Years, starting from the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) Gas Year following the Gas Year of award.

The awardees of such capacity under this award procedure shall pay to the Operating Company an amount equal to a percentage of the Unitary Bid Price applied to the awarded Continuous Capacity (Right of Withdrawal Fee), which the Operating Company shall notify from year to year in compliance with the Applicable Law and which shall be published at the same time as the available Continuous Capacity.

By 26 February of each year, each Applicant meeting the Service Conditions shall:

- i. enter into the capacity commitments in accordance with Clause 2.1.7; and
- ii. provide adequate financial guarantees in accordance with Clause 3.1.1.1.

It is understood that in order to participate in this allocation, the Applicant must be authorised to operate the Regasification Auction Platform in accordance with the relevant rules.

On 28 February of each Year, the Applicant shall send its bid for Continuous Capacity for one or more Gas Years through the Regasification Auction Platform, in accordance with the procedures set out in the relevant operating regulations.

The award will be made on the basis of an ascending clock auction as described in article 17 of EU regulation no. 459/2017 and in accordance with the rules of the Regasification Auction Platform, with application of a Reserve Price. The outcome of the auction will be available to Users through the Regasification Auction Platform.

By 30 May of each Year, each successful bidder shall pay the Right of Withdrawal Fee for the following Gas Year.

In case of non-payment of the Right of Withdrawal Fee, the Operating Company may terminate the Capacity Agreement for a User's Default and offer the Continuous Capacity in the subsequent procedures of allocation as Primary Capacity, without prejudice to the liability of the defaulting User to pay in full the Right of Withdrawal Fee applied to the awarded Continuous Capacity and without prejudice to any other rights provided by the Capacity Agreement or by Applicable Law in favour of the Operating Company, including the Operating Company's right to enforce the financial guarantees provided in accordance with Clause 3.1.1.1 to satisfy its right to receive the Right of Withdrawal Fee

Where the User awarded Continuous Capacity pursuant to this procedure has paid the Right of Withdrawal Fee, it may legitimately withdraw (including only for one or more Monthly Slots) from the Capacity Agreement in relation to the Continuous Capacity by giving notice thereof to the Operating Company by 12:00 of 1 June of each Year prior to the relevant Gas Year. The Operating Company will retain permanently the Right of Withdrawal Fee regardless of the exercise of the right of withdrawal by the entitled User. It is understood that in case of exercise of the right of withdrawal, the User will be released from any further obligation, including the commitment to pay the Unitary Bid Price applied to the awarded Continuous Capacity, and may not in any way be qualified as a Defaulting User. In case the User exercises the right of withdrawal only for one part of the allocated Continuous Capacity, the User shall have to indicate precisely which Monthly Slots will be subject to withdrawal, under penalty of invalidity and ineffectiveness of the relevant withdrawal notice.

The Continuous Capacity User that has been awarded Continuous Capacity in accordance with this allocation procedure shall not be entitled to exercise the right of withdrawal referred to in Clause 5.3.3.1.

The regasification capacity subject to withdrawal pursuant to this Clause shall be offered by the Operating Company as Primary Capacity during the subsequent allocation processes.

Monthly Slots will be allocated in accordance with Clause 2.1.5.3

This Clause 2.1.5.4 shall be effective only after the Authority has defined the rules for the implementation of the annual and multi-annual capacity allocation procedure with the right of withdrawal and only to the extent that such procedure complies with the Authority's provisions.

## 2.1.6 Methods of determining the capacity that is made available to the Operating Company for allocation pursuant to article 14 TIRG.

Where, with reference to a User and a Gas Year A,  $V_{cons}$  (as defined below) is less than 90% of  $V_{prio}$  (as defined below) the same User, for Gas Year A+1 for which such User holds allocated capacity pursuant to Clauses 2.1.5.2, 2.1.5.3 and 2.1.5.4, shall make available to the Operating Company in Gas Year A+1 as Secondary Capacity:

- i) Continuous Capacity equal to  $V_{prio} - V_{cons}$ , together with
- ii) the Maximum Number of Permitted Berthing Slots associated with such capacity, equal to the whole of  $(V_{prio} - V_{cons}) * (N_{conf} / V_{conf})$

where:

$V_{prio}$  is the volume of LNG corresponding to the Confirmed Cargo associated with the Monthly Slots and Delivery Slots allocated to the User for Gas Year A, as part of the multi-annual and annual allocation process envisaged by Clauses 2.1.5.2, 2.1.5.3 and 2.1.5.4, respectively. Where  $V_{prio}$  refers to Monthly Slots and Delivery Slots released prior to the cargo confirmation referred to in Clause 3.3.2.2f),  $V_{prio}$  is equal to the allocated regasification capacity associated to them;

$V_{cons}$  is the volume of LNG cumulatively delivered by the User in Gas Year A, including:

- (i) the volume of LNG corresponding to the regasification capacity associated with the Monthly Slots and the Delivery Slots that the User has not delivered to the Terminal due to Force Majeure declared by the counterparties to the LNG import agreements envisaged by Clause 2.1.6(a) or declarations of Force Majeure referred to in Clause 5.3.4;
- (ii) the volume of LNG corresponding to the regasification capacity associated with the Monthly Slots and Delivery Slots made available by the User to the Operating Company for allocation to third parties:
  - a. for Month M, including where not allocated provided it is made available at least five (5) Business Days before the deadline for the allocation request (i.e., the day when the relevant allocation process starts) in Month M-1 of the capacity available in the context of the capacity allocation referred to in Clause 2.1.9.2 up to a total capacity in Gas Year A of whichever is larger between the volume of LNG associated with four (4) Delivery Slots and a third of the capacity allocated for the same Gas Year to the same User, and also in month M-2 in addition to such quantity provided it is made available at least five (5) Business Days in advance of the deadline for the contribution request (i.e., the day when the relevant contribution process starts) of the capacity referred to in Clause 2.1.8.2 of month M-2. For the purposes of calculating the regasification capacity made available by the User to the Operating Company referred to in this paragraph, such capacity shall be made available by the User at a Reserve Price not exceeding that determined in accordance with article 7, paragraph 1, letter a), TIRG. Under article 14, paragraph 6 of the TIRG, the User shall submit, by means of Annex 2A1 or Annex 2A2, the reserve price at which the released capacity is to be made available and may also specify that, if the reserve price submitted is higher than that set in article 7, paragraph 1, letter a) of the TIRG, the price referred to in article 7, paragraph 1, letter a) of the TIRG shall be effective for the purposes of the release;
  - b. for each Month, only in the case that the regasification capacity is in effect allocated.

$V_{conf}$  is the volume of LNG corresponding to total regasification capacity allocated to the User for Gas year A.

$N_{conf}$  is the total number of Unloadings allocated to the User for Gas Year A.

At the end of Gas Year A, the Operating Company shall verify whether the conditions envisaged by Clause 2.1.6 have been met and if they have, it will give notice thereof to the User and the ARERA. Following such notice, for Gas Year A+1 where User holds Continuous Capacity allocated on a multi-annual and annual basis, the User will make available for third-party allocation, pursuant to article 14 paragraph 3 TIRG, a number of Monthly Slots and Delivery Slots corresponding to a capacity equal to



the difference between the capacity allocated to the User in the context of the multi-annual allocation processes and *Vcons* as defined above.

The User whose capacity shall be made available for allocation to third parties pursuant to article 14, paragraph 3, TIRG shall remain liable to the Operating Company for all its obligations and liabilities under the Capacity Agreement (including the obligation to pay the Charges,), to the extent that said capacity is not allocated by the Operating Company to another User.

- (a) For the sole purposes of Clause 2.1.6, “force majeure of the parties to import contracts” shall mean any event, act, fact or circumstance, not ascribable to the party that invokes the force majeure, which renders the Unloading of LNG by or on behalf of the User at the Terminal impossible, in whole or in part, and which cannot be avoided or which it has not been possible to remedy by using the level of diligence of a Prudent and Reasonable User, **including cases relating to Adverse Weather Conditions.**

As soon as the User becomes aware of a force majeure event pursuant to Clause 2.1.6(a) it shall immediately inform the Operating Company and the ARERA, indicating:

- i) the envisaged reduction of LNG quantities;
- ii) the duration of the event;
- iii) actions taken to limit the effects of the event on the LNG Unloading;
- iv) actions taken to make available to other Users the regasification capacity which will be unused.

It being understood that the foregoing is defined and envisaged exclusively for the purposes of Clause 2.1.6. **Without prejudice to what is expressly stated in this paragraph, the above-mentioned force majeure event shall have no effect whatsoever on the existing contractual relations between the User and the Operating Company, which shall continue to remain in full force and effect.**

- (b) Pursuant to article 14, paragraph 5, TIRG, the User which holds the regasification capacity made available in accordance with this Clause may participate in the relevant allocation processes for such capacity. Such User, even in the case of allocation to third parties, will only receive the proceeds from the allocation of such regasification capacity if it has actually been used and, in the case of capacity made available in accordance with this Clause, within the limits of the Regasification Service Charge payable by the User that has made available the capacity allocated and used. The proceeds from the allocation of such regasification capacity will only be transferred by the Operating Company to the User that has made the allocated and used regasification capacity available after the User that has been awarded such capacity has made the relevant payment.

### **2.1.7 The Capacity Agreement for the allocation of Continuous Capacity**

By the deadlines envisaged by the Continuous Capacity allocation processes under Clause 2.1.5, the Applicants that intend to submit bids for the allocation shall proceed to sign the relevant Capacity Agreement (Annex 4).

The signing of the Capacity Agreement is subject to the fulfilment of the Credit and Insurance Requirements referred to in Chapter 3.1 below.

The Operating Company shall not sign a Capacity Agreement with Users that, on the signature date, have not paid the fees related to invoiced and outstanding amounts under existing Capacity Agreements that exceed the value of the Bank Guarantee and/or the User's Group Guarantee and/or cash deposit, issued to cover the obligations arising from the aforementioned existing Capacity Agreements.

### **2.1.8 Allocation of capacity during the Gas Year**

The allocation of regasification capacity once the Gas Year has started relates to the Continuous Regasification Service and refers to the offer and allocation of Available Delivery Slots that may be assigned by the Operating Company following the determination of the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule, if applicable. The regasification capacity

made available by the Operating Company for allocation and linked to each Delivery Slot, is equal to the:

- i) remaining available capacity following the previous allocation processes referred to in Clauses 2.1.5 and 2.1.8 (**Primary Capacity**);
- ii) capacity that was made available to the Operating Company for allocation pursuant to Clauses 3.2.3.1 and 3.2.3.2. (**Secondary Capacity**).

With reference to Clause 2.1.8i), the regasification capacity offered shall include both the Complementary Slots that may be available following the request of additional volumes by Users, as provided for in Clause 2.1.5, and any additional Complementary Slots that the Operating Company may decide to make available. The Complementary Slots shall therefore be offered as Primary Capacity, it being understood that no Continuous Capacity User may claim any priority for the allocation thereof.

Following Users' requests for additional volumes, the Operating Company reserves the right to offer Complementary Slots, giving awarding parties the option of requesting their use as Complementary Slots or Small Scale Slots at a later date, and in any case no later than 12:00 noon on the ninth (9<sup>th</sup>) Working Day prior to the start of month M in which such Complementary Slots are scheduled. In the event that the awarding parties fails to communicate its preference within this deadline, such slots shall be considered as Complementary Slots.

It being understood that, in the award procedures, priority will be given to the award of the Primary Capacity over Secondary Capacity, pursuant to article 5 paragraph 12 TIRG and in accordance with the Regasification Auction Platform Rules.

#### **2.1.8.1 Allocation of regasification capacity products offered once the Gas Year has started**

By the fourth Business Day of the Month prior to that in which the auction is held, OLT will publish on its website the regasification capacity product or products available for allocation consisting of an Available Delivery Slot for each Month starting from the Month subsequent to that of the offer and until the end of the Gas Year, indicating, for each product, the Months with Available Delivery Slots for such allocation. In the event that there are no Available Delivery Slots in one or more Months between that subsequent to the Month of the offer and the end of the Gas Year, a capacity product will be determined which will consist of an Available Delivery Slot exclusively for Months in which there are Available Delivery Slots.

By 12:00 on the penultimate Business Day of the Month prior to that in which the auction is held, each Applicant that meets the Service Conditions envisaged by Clause 2.1.1 of the Regasification Code shall:

- i) sign a Capacity Agreement in accordance with the provisions of Clause 2.1.10 of the Regasification Code;
- ii) provide adequate financial guarantees in accordance with the provisions of Clause 3.1.1.2 of the Regasification Code.

For the purposes of determining the financial guarantees available for this allocation process, payments that have been evidenced to the Operating Company by 12:00 of the penultimate Business Day of the Month prior to that in which the auction is held will be taken into account.

It being understood that in order to participate in this allocation of capacity, the Applicant must be eligible to operate on the Regasification Auction Platform, in accordance with the relevant rules.

From 09:00 to 14:30 of the first (1<sup>st</sup>) Business Day of the Month prior to that to which the capacity product refers, each Applicant will send its bid for the regasification capacity product or products via the Regasification Auction Platform, in accordance with the relevant rules.

The Reserve Price for each regasification capacity product will be the average of the Reserve Prices of each Month in which there is at least one Available Delivery Slot.

Provided that the Unitary Bid Price expressed by the Applicant is higher than the Reserve Price, in accordance with the provisions of the Regasification Auction Platform rules, the regasification capacity products will be awarded on the basis of the highest Unitary Bid Price or, if the Unitary Bid Prices are equal, based on the order in which the bid was communicated.

By 12:00 on the second (2<sup>nd</sup>) Business Day subsequent to that of the award, each awardee may indicate its order of preference for the Available Delivery Slots in each Month via the Regasification Auction Platform. The Available Delivery Slots will be awarded on the basis of the highest Unitary Bid Price or, if the Unitary Bid Prices are equal, based on the order in which the bid was communicated. In the event that the awardee has not expressed its preferences for the Available Delivery Slots scheduled in the first quarter, such party will be automatically assigned the first Available Delivery Slots for the Month or Months in question. The outcome of the scheduling of the Available Delivery Slots in each Month of the Gas Year will be available on the Regasification Auction Platform.

Subsequent to the aforementioned deadline, each awardee may indicate its preference at any time by choosing from the Available Delivery Slots that are still available at the time of communication of its preference, based on the order in which it was communicated. The awardee's right to choose will be suspended and may not be exercised from 14:00 on the fifth (5<sup>th</sup>) Business Day prior to that on which the regasification capacity allocation procedures envisaged by Clauses 2.1.8.1 and 2.1.8.2 will take place until 14:00 on the tenth (10<sup>th</sup>) Business Day of the subsequent Month, in conjunction with any priority of choice to which the awardees are entitled subsequent to the subsequent allocation procedures. If the parties awarded regasification capacity pursuant to this Clause have not communicated their preference in relation to the Available Delivery Slots for Months M, M+1 and M+2 by 14:00 on the fifth (5<sup>th</sup>) Business Day prior to the start of Month M-1, such parties will be automatically allocated the first Available Delivery Slot for the Month in question based on the order of priority described above by allocating the first Delivery Slots to the Continuous Capacity Users. The outcome of the scheduling of the Available Delivery Slots in each Month of the Gas Year will be available on the Regasification Auction Platform

Subsequent to the allocation of the capacity product OLT will update and publish the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule.

#### **2.1.8.2 Monthly allocation of Delivery Slots and Monthly Slots**

By the third (3<sup>rd</sup>) Business Day of Month M-1, the Operating Company will publish on its website the Available Delivery Slots or Complementary Slots for Months M, M+1 and M+2, while from Month M+3 to the end of the current Gas Year the Operating Company will publish the available regasification capacity divided by Monthly Slot and Complementary Slots.

By 12:00 on the fifth (5<sup>th</sup>) Business Day of Month M-1 each Applicant which meets the Service Conditions shall:

- i. sign the capacity commitments in accordance with the provisions of Clause 2.1.10;
- ii. provide adequate financial guarantees in accordance with the provisions of Clause 3.1.1.2;

For the purposes of determining the financial guarantees available for this allocation process, payments that have been evidenced to the Operating Company by 12:00 on the fifth (5<sup>th</sup>) Business Day of Month M-1.

It being understood that in order to participate in the capacity allocation the Applicant must be eligible to operate on the Regasification Auction Platform in accordance with the relevant rules.

From 09:00 to 14.30 on the seventh (7<sup>th</sup>) Business Day of Month M-1 each Applicant will send its bid for the Delivery Slots, Complementary Slots and the Monthly Slots through the Regasification Auction Platform in accordance with the procedures envisaged by the relevant operational regulation. In case of changes in the hours the Operator shall timely inform about it on its website.

In the event that the Applicant makes a bid for the Delivery Slots or Complementary Slots for the Months M, M+1 and M+2, the Applicant may specify that its bid will alternatively and indifferently refer to more Delivery Slots or more Complementary Slots of the same Month. In this case the Applicant accepts that any of the Delivery Slots or Complementary Slots indicated as alternative and indifferent may be awarded to it. The award will be made based on the highest Unitary Bid Price, provided that Unitary Bid Prices are higher than the Reserve Price in accordance with the rules of the Regasification Auction

Platform. In the event that bids are made for Delivery Slots or Complementary Slots that are indicated as alternative and indifferent, the award of the Delivery Slots or Complementary Slots for the relevant Month will be made so as to ensure the greatest possible allocation of regasification capacity in that Month.

It being understood that, priority will be given to the assignment of the Primary Capacity, over Secondary Capacity, pursuant to the provisions of TIRG and in accordance with the rules of the Regasification Auction Platform.

The results of the auctions will be available to the Users on the Regasification Auction Platform.

By 12:00 on the second (2<sup>nd</sup>) Business Day subsequent to that of the award, each awardee may indicate its order of preference for the Available Delivery Slots or for Complementary Slots in each Month via the Regasification Auction Platform. The Available Delivery Slots or Complementary Slots will be awarded on the basis of the highest Unitary Bid Price or, if the Unitary Bid Prices are equal, based on the order in which the bid was communicated. In the event that the awardee has not expressed its preferences for the Available Delivery Slots or Complementary Slots scheduled in the first quarter, such party will be automatically assigned the first Available Delivery Slots or Complementary Slots for the Month or Months in question. The outcome of the scheduling of the Available Delivery Slots or Complementary Slots in each Month of the Gas Year will be available on the Regasification Auction Platform.

Subsequent to the aforementioned deadline, each awardee may indicate its preference at any time by choosing from the Available Delivery Slots or from the Complementary Slots that are still available at the time of communication of its preference, based on the order in which it was communicated. The awardee's right to choose will be suspended and may not be exercised from 14:00 on the fifth (5<sup>th</sup>) Business Day prior to that on which the regasification capacity allocation procedures envisaged by Clauses 2.1.8.1 and 2.1.8.2 will take place until 14:00 on the tenth (10<sup>th</sup>) Business Day of the subsequent Month, in conjunction with any priority of choice to which the awardees are entitled subsequent to the subsequent allocation procedures. If the parties awarded regasification capacity pursuant to this Clause have not communicated their preference in relation to the Available Delivery Slots or Complementary Slots for Months M, M+1 and M+2 by 14:00 on the fifth (5<sup>th</sup>) Business Day prior to the start of Month M-1, such parties will be automatically allocated the first Available Delivery Slot or the first Complementary Slot for the Month in question based on the order of priority described above by allocating the first Delivery Slots to the Continuous Capacity Users. The outcome of the scheduling of the Available Delivery Slots and of the Complementary Slots in each Month of the Gas Year will be available on the Regasification Auction Platform

The Applicant may request, in each Month and for each Delivery Slot, Complementary Slots or Monthly Slot:

- (i) a regasification capacity value equal to that linked to the Delivery Slot for all the Available Delivery Slots offered in Months M, M+1 and M+2;
- (ii) a capacity value equal to that linked with each Monthly Slot starting from Month M+3 until the end of the Scheduling Year;
- (iii) a regasification capacity value equal to that associated with the Complementary Slot for each Complementary Slot offered from Month M until the end of the Scheduling Year.

Subsequent to the assignment of the Available Delivery Slots the Operating Company will update and publish the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule.

### **2.1.9 Allocation of spot and FCFS capacity**

The allocation of spot regasification capacity relates to the Spot Regasification Service and refers to the offer and allocation of Available Delivery Slots that may be assigned by the Operating Company following the determination of the Ninety Day Unloading and Loading Schedule. The regasification capacity made available by the Operating Company for allocation and associated with each Delivery Slot, is equal to the:

- i) available capacity following the previous allocation processes referred to in Clauses 2.1.5, 2.1.8 and 2.1.9;

- ii) capacity that was made available to the Operating Company for third-party allocation pursuant to Clause 3.2.3.2 and not subsequently recovered by the User pursuant to Clause 3.2.3.2f).

With reference to Clause 2.1.9i), the regasification capacity offered shall include both the Complementary Slots that may be available following the request of additional volumes by Users, as provided for in Clause 2.1.5, and any additional Complementary Slots that the Operating Company may decide to make available. The Complementary Slots shall therefore be offered as Primary Capacity, it being understood that no Continuous Capacity User may claim any priority for the allocation thereof.

Following Users' requests for additional volumes, the Operating Company reserves the right to offer Complementary Slots, giving the awarding parties the option of requesting their use as Complementary Slots or Small Scale Slots at a later date, and in any event no later than 12:00 noon on the ninth (9<sup>th</sup>) Working Day prior to the start of month M in which such Complementary Slots are scheduled. In the event that the awardee fails to communicate its preference within this deadline, such slots shall be considered as Complementary Slots.

The allocation process for spot and FCFS regasification capacity comprises one or possibly two phases.

#### **2.1.9.1 Allocation of spot capacity**

By the eighth (8<sup>th</sup>) Business Day of Month M-1, the Operating Company will publish on its website the Available Delivery Slots and the available Complementary Slots in Month M.

By 12:00 of the tenth (10<sup>th</sup>) Business Day of Month M-1 each Applicant which meets the Service Conditions shall:

- i. sign the Capacity Agreement in accordance with the provisions of Clause 2.1.10;
- ii. provide adequate financial guarantees in accordance with the provisions of Clause 3.1.1.2;

For the purposes of determining the financial guarantees available for this allocation process, payments of which the Operating Company has a receipt by 12:00 on the tenth (10<sup>th</sup>) Business Day of Month M-1 will be considered.

It being understood that in order to participate in the capacity allocation the Applicant must be eligible to operate on the Regasification Auction Platform in accordance with the relevant rules.

From 09:00 to 14:30 on the twelfth (12<sup>th</sup>) Business Day of Month M-1 each Applicant will send its bid for the Delivery Slots and for the Complementary Slots through the Regasification Auction Platform in accordance with the procedures envisaged by the relevant operational regulation. In case of changes in the hours the Operator shall timely inform about it on its website.

The Applicant making a bid may specify that its offer may alternatively and indifferently be referred to more Delivery Slots or more Complementary Slots of the same month. In this case the Applicant accepts that any of the Delivery Slots indicated as alternative and indifferent may be allocated to it.

Provided that the Unitary Bid Prices exceed the Reserve Price, in accordance with the rules of the Regasification Auction Platform, the Delivery Slots will be awarded to the Applicant that has submitted the highest Unitary Bid Price for a certain Delivery Slot or Complementary Slot. In the event that bids are made for Delivery Slots that are indicated as alternative and indifferent, the award of the Delivery Slots, Complementary Slots for the relevant month will be made so as to ensure the greatest possible allocation of regasification capacity in that month.

The results of the auctions will be available to the Users on the Regasification Auction Platform.

Following the assignment of the Available Delivery Slot the Operating Company will update the Ninety Day Unloading and Loading Schedule and publish the updated Annual Unloading and Loading Schedule.

#### **2.1.9.2 Allocation of FCFS capacity**

In the event that, following the allocation of capacity referred to in Clause 2.1.9.1 Delivery Slots or Complementary Slots remain unawarded, by the thirteenth (13<sup>th</sup>) Business Day of the Month M-1 the Operating Company will update the Ninety Day Unloading and Loading Schedule and publish the updated Annual Unloading and Loading Schedule.



By 12:00 on the Business Day prior to that on which the bid is submitted, each Applicant which meets the Service Conditions shall:

- i. sign a Capacity Agreement in accordance with the provisions of Clause 2.1.10;
- ii. provide adequate financial guarantees in accordance with the provisions of Clause 3.1.1.2.

For the purposes of determining the financial guarantees available for this allocation process, payments that have been evidenced to the Operating Company by 12:00 on the Business Day prior to that on which the bid is submitted will be considered.

It being understood that in order to participate in the capacity allocation the Applicant must be eligible to operate on the Regasification Auction Platform in accordance with the relevant rules.

Starting from 09:00 on the fourteenth (14th) Business Day of Month M-1 and no later than the deadline which the Operating Company will publish from time to time on its website, the Applicant which before 12:00 of the Business Day prior to that of the submission of the offer has met the Service Conditions, which signed the capacity commitments in accordance with the provisions of Clause 2.1.10, which provided adequate financial guarantees in accordance with the provisions of Clause 3.1.1.2 and which is eligible to operate on the Regasification Auction Platform in accordance with the relevant rules, may make its offer for each Delivery Slot through the Regasification Auction Platform following the procedures envisaged by the relevant rules. Any changes in such times will be promptly announced by the Operator on its website.

In accordance with the rules of the Regasification Auction Platform the Delivery Slots and the Complementary Slots will be assigned to the first Applicant to submit a request and at the price determined by the ARERA pursuant to article 6 paragraph 7 TIRG.

The results of the auctions will be available to the Users on the Regasification Auction Platform by Business Day subsequent to the expiry date for the submission of bids.

Following the assignment of the Available Delivery Slot or of the Complementary Slot the Operating Company will update the Ninety Day Unloading and Loading Schedule and publish the updated Annual Unloading and Loading Schedule.

#### **2.1.10 Capacity Agreement for the allocation of Interim Capacity**

By the deadlines envisaged by the allocation processes pursuant to Clauses 2.1.8 and 2.1.9, Applicants which intend to submit bids for the allocation will sign the relevant Capacity Agreement (Annex 4).

The execution of the Capacity Agreement is subject to the fulfilment of the Credit and Insurance Requirements referred to in Chapter 3.1 below.

The Operating Company shall not sign a Capacity Agreement with Users that, on the execution date, have not paid the fees related to invoiced and outstanding amounts under existing Capacity Agreements that exceed the value of the Bank Guarantee and/or the User's Group Guarantee and/or the cash deposit, issued to cover the obligations arising from the aforementioned existing Capacity Agreements.

#### **2.1.11 Requests for transport capacity**

The Operating Company will ask, on behalf of each User, for the transport capacity required for the provision of the Regasification Service in accordance with the procedures and timing envisaged by the Snam Rete Gas Network Code, which the User declares that it knows and accepts.

Unless otherwise expressly stated in writing by the User, the Operating Company will reserve the transport capacity from month to month in the context of the monthly transport capacity allocation processes envisaged by the Snam Rete Gas Network Code. Exclusively as regards Continuous Users, unless otherwise expressly stated in writing by the User, the Operating Company will reserve the transport capacity from Gas Year to Gas Year in the context of the annual transport capacity allocations envisaged by the Snam Rete Gas Code.

In the event that the Small Scale User does not withdraw the quantities of LNG intended for the Small Scale Service, the Operating Company will proceed with the regasification of such quantities by using the transport capacity reserved in the context of the transport capacity allocations envisaged by the Network Code and associated with the Delivery Slot(s) from which such quantities of LNG have been withdrawn and by redelivering the corresponding quantities of Gas to the User.



### **2.1.12 The Operating Company's amendment of the deadlines envisaged by the allocation procedures**

All the deadlines envisaged by Clauses 2.1.5, 2.1.8 and 2.1.9 may be amended by the Operating Company, which shall announce the new deadlines on its website. In the event that the Operating Company brings forward one or more deadlines envisaged by such Clauses, the Operating Company shall give notice thereof on its website at least two (2) Business Days prior to the expiry of the new deadline.

### **2.1.13 Compliance with the Small Scale Service Conditions**

Access to the Small Scale Service at the Terminal shall take place in an impartial manner and on equal terms for all parties, whether natural or legal persons, provided that they meet the following requirements.

The Applicant shall meet, and declare that it meets through the request for Small Scale Slots, all the following conditions (in accordance with the allocation processes referred to in Clause 2.1.16) and for the entire duration of the Small Scale Agreement (**Small Scale Service Conditions**):

- a) the Applicant shall meet the credit and insurance requirements prescribed, case by case, by Chapter 3.1;
- b) the Applicant shall attest to the availability of Small Scale Carriers approved for loading from the Terminal, or it agrees to receive LNG through carriers compatible with the specifications of the Terminal to be authorised in accordance with the procedures envisaged and determined by the Operating Company in the Technical Manuals, with the Applicant bearing the risk of a unsuccessful outcome of the authorisation procedures; and
- c) the Applicant shall have all the other Authorisations required for (i) the performance of all the activities envisaged by the Small Scale Agreement or connected or ancillary to them and (ii) the exercise of its rights and the fulfilment of its obligations under the Small Scale Agreement.

The Applicant shall comply with all the Applicable Laws relating to the exercise of its rights, the fulfilment of its obligations and the performance of otherwise connected or ancillary activities performed in accordance with the Small Scale Agreement and, where necessary, it shall fulfil any requirements, including customs requirements relating to the export of LNG and any excise duty requirements relating to the transfer of LNG.

In the event that the Small Scale User does not meet or ceases to meet one or more of the Small Scale Service Conditions, the Small Scale User shall inform the Operating Company of such event or circumstance as soon as it becomes aware of it, by providing reasonable information on the cases of such non-compliance.

### **2.1.14 Consequences of the failure to meet the Small Scale Service Conditions**

- a) Subject to Clauses (ii) 2.1.14(ii), 2.1.14(iii) and 5.3.2 and/or 5.3.3, if the Small Scale User ceases to meet the Small Scale Service Conditions:
  - (i) the Operating Company may, without incurring any liability, immediately suspend or interrupt the provision, in whole or in part, of the Small Scale Service to the Small Scale User for as long as the situation of non-compliance lasts; and
  - (ii) the Small Scale User will be obliged to compensate, indemnify and hold harmless the Operating Company against any Loss suffered, arising or in any case connected to such situation of non-compliance, by the Small Scale User, including the actions taken by the Operating Company in accordance with Clause 2.1.14, such as for example the redelivery of the Gas to the User in accordance with Clause 2.1.14(ii).

- b) If the provision of the Small Scale Service to the User is suspended in accordance with Clause 2.1.14a):
- (i) the Operating Company will not allow the User to moor its Small Scale Carrier at the Terminal or, if the Small Scale Carrier is already moored at the Terminal, the Operating Company may order the Small Scale Carrier to move away from the Terminal with immediate effect, in accordance with the provisions of the Technical Manuals and any applicable Maritime Regulations;
  - (ii) The Operating Company will regasify the LNG intended to be delivered to the Small Scale User and redeliver the Gas of the User that is the owner of the undelivered LNG (in particular, in accordance with Clause 3.6.6.2) at the Redelivery Point, with a redelivery profile that the Operating Company will deem, at its sole discretion, adequate and such as to cause the least harm possible to the other Users;
  - (iii) the Small Scale User will continue to fulfil its payment obligations referred to in Clause 5.2.1.2 and to pay the sums due in accordance with Clauses 5.3.1.1 and 5.3.1.2;

#### **2.1.15 The Small Scale User's obligation to act as a Reasonable and Prudent User**

- a) For the entire duration of the Capacity Agreement, the Small Scale User shall act as a Reasonable and Prudent User;
- b) The Small Scale User shall guarantee that it will act and procure that every member of the Small Scale User's Group will guarantee to act in full compliance with all the applicable rules and operating and safety procedures of the Operating Company and/or the Terminal, as set out in the Terminal's Manuals, and in full compliance with all International Standards and Applicable Laws.

#### **2.1.16 Allocation of Small Scale Slots to Small Scale Users**

Small Scale Slots will be allocated through procedures which ensure that the Small Scale Service is accessed in an impartial and non-discriminatory manner, and subject to meeting the requirements for the provision of the Small Scale Service envisaged by Clause 3.1.1.3.

The capacity to load LNG on to the Small Scale Carriers associated with each Small Scale Slot to be allocated will be indicated by the Operating Company in the context of the allocation procedures that will be published by the Operating Company on its website. The Operating Company agrees, within the limits of this Regasification Code and the Small Scale Agreement, to load the LNG intended for Small Scale Users within the limits of the loading capacity for the allocated Small Scale Slot, with a variance of not more than 5% in respect of the quantity of LNG covered by the Small Scale Service.

## **Chapter 2.2 - PRINCIPLES AND PROCEDURES FOR QUALIFYING LNG CARRIERS AND SMALL SCALE CARRIERS**

### **2.2.1 LNG Carriers' compatibility**

#### **2.2.1.1 LNG Carriers' Acceptance Requirements**

a) The User shall only moor and Unload at the Terminal an LNG Carrier that complies with International Standards, all Applicable Laws and all other relevant laws and regulations, relevant International Association of Classification Societies class and statutory certifications and flag state requirements, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manuals, such as possession of a current International Ship Security Certificate and a valid SIRE vetting certificate (Ship Inspection Report) and the Maritime Regulations and the Maritime Regulations, regardless of whether such LNG Carrier is chartered, owned and/or operated by the User. Any modifications required to be made to an LNG Carrier to make such LNG Carrier comply with International Standards, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manuals and the Maritime Regulations shall be made by the User at its sole risk and expense.

b) The User is responsible for demonstrating to the Operating Company that any LNG Carrier that the User intends to moor and Unload at the Terminal satisfies the requirements of Clause 2.2.1.1a).

c) The Technical Manuals shall set forth detailed requirements with respect to the Operating Company's acceptance or rejection of each LNG Carrier that the User intends to moor and Unload at the Terminal.

d) The User intends to moor and Unload at the Terminal, the User shall procure that each LNG Carrier completes and submits to the Operating Company a Compatibility Procedure pursuant to Clause 2.2.1.2.

e) For each LNG Carrier that the User intends to moor and Unload at the Terminal, the User shall submit to the Operating Company the required vessel documentation in a complete and exhaustive manner.

f) Each LNG Carrier that the User intends to allow to moor and Unload at the Terminal must pass the Final Acceptance Visit and the Trial Unloading pursuant to Clause 2.2.1.3 without prejudice the Operating Company's right to carry out inspections at any time.

g) The Operating Company will maintain a list of the LNG Carriers that have been declared technically compatible for Unloading at the Terminal on its website and will promptly update such list in the case of the addition or cancellation of LNG Carriers.

h) The Operating Company shall, other than in exceptional circumstances determined by the Operating Company in its sole discretion, refuse to permit any LNG Carrier that has not been accepted, does not comply with Clause 2.2.1.1a) above, does not pass the Trial Unloading or does not pass the Final Acceptance Visit to moor (or remain moored) at the Terminal. All costs associated with the rejection of such LNG Carrier shall be for the User's account.

i) If the Operating Company determines at any time that an LNG Carrier:

- (i) fails to comply with the Technical Manuals, International Standards, the Maritime Regulations, or any other requirements of Clause 2.1.1a),
- (ii) it is unsafe to be moored at the Terminal; or
- (iii) fails the inspections and tests pursuant to Clause 2.2.1.3,

then the Operating Company shall, other than in exceptional circumstances determined by the Operating Company in its sole discretion, revoke with immediate effect its acceptance of such LNG Carrier, and the User shall not be permitted to use such LNG Carrier to Unload at the Terminal, unless and until such LNG Carrier is re-accepted by the Operating Company pursuant this Clause 2.2.1.1. All costs associated with the rejection of such LNG Carrier and any re-acceptance thereof shall be for the User's account.

#### **2.2.1.2 Compatibility Procedure**

a) Following a request by a User or a party interested in using LNG Carrier to Unload LNG at the Terminal which is not yet included on the list referred to in Clause 2.2.1.1g), the Operating Company,

will send such party the data and information envisaged by the Technical Manuals (in particular, the LNG Carrier Approval & Vetting Procedures) for the purposes of the necessary technical assessments. The User or interested party will provide the Operating Company, as soon as is reasonably possible, with the required information in the form established by the Operating Company pursuant to the provisions of the Technical Manuals (in particular, the LNG Carrier Approval & Vetting Procedures).

b) The Operating Company will inform User or interested party, within fifteen (15) Business Days of the date when all the information required by the Operating Company are made available in a complete and exhaustive manner, whether or not, based on the information provided, the LNG Carrier is compatible with the Terminal.

c) It being understood that the process envisaged by Clause 2.2.1.2 shall be performed for each LNG Carrier:

- (i) prior to its first delivery at the Terminal; and
- (ii) prior to its first delivery at the Terminal following any modification and/or structural damage to such LNG Carrier.
- (iii) prior to the first delivery by the LNG Carrier at the Terminal following an amendment to the Technical Manuals.

#### **2.2.1.3 Final Acceptance Visit and Trial Unloading**

Prior to the first mooring following the provisional acceptance as result of the compatibility procedure envisaged by Clause 2.2.1.2, each LNG Carrier will be subject to the Final Acceptance Visit conducted by a person appointed by the Operating Company as detailed in the Technical Manuals (in particular, in the LNG Carrier Approval & Vetting Procedures). If the visit is successful, the Operating Company will allow the LNG Carrier to conduct a Trial Unloading at the Terminal in which an inspector appointed by the Operating Company will conduct the appropriate assessments envisaged by the Technical Manuals (in particular, the LNG Carrier Approval & Vetting Procedures).

#### **2.2.1.4 Non-compliance of accepted LNG Carriers**

If an LNG Carrier accepted by the Operating Company and included in the list envisaged by Clause 2.2.1.1g) suffers an incident, structural damage or ceases to comply with the requirements of Clause 2.2.1.1a) the User shall notify the Operating Company as soon as reasonably practicable after the User becomes aware of such non-compliance and any pre-existing acceptance of the LNG Carrier shall be deemed to be revoked.

#### **2.2.1.5 Liaison with Competent Authorities**

a) The User shall obtain and keep onboard the LNG Carrier evidence of all approvals required from all Competent Authorities to allow the LNG Carrier to enter and operate in the territorial waters of Italy, to proceed to, Unload, and depart from the Terminal.

b) In the event the use of an LNG Carrier accepted by the Operating Company is prohibited or hindered by a Competent Authority, the User's obligations under the Capacity Agreement shall not be excused and any prior acceptance of the LNG Carrier shall be deemed automatically revoked by the Operating Company.

#### **2.2.1.6 Terms of Use**

a) Before an LNG Carrier moors at the Terminal, the User shall cause the Master or owner of such LNG Carrier (as appropriate) to sign the required conditions for the use of the Terminal, as may be specified by the Operating Company, relating to, among other things, safety, prevention and remediation of pollution, the express acceptance of the Terminal's operational and safety procedures, the parties' liability, required equipment (and its technical specifications) and/or similar technical or operational requirements for the LNG Carrier, as envisaged by the specific form attached to the Technical Manuals (in particular, the Terminal Regulations and Information Booklet - article 11) (**Terms of Use**).

b) The failure to obtain authorisation to use the Terminal for reasons ascribable to the Master or the Ship Owner of the LNG Carrier, including their failure to execute the Terms of Use shall neither suspend the User's obligations nor excuse the User's failure to perform its obligations under the Capacity Agreement and any prior acceptance of the LNG Carrier shall be deemed automatically revoked by the Operating Company.

## **2.2.2 Compatibility of Small Scale Carriers**

### **2.2.2.1 Requirements for the acceptance of Small Scale Carriers**

- a) The Small Scale User or the Complementary User shall only moor at the Terminal a Small Scale Carrier that complies with International Standards and Applicable Laws and all other relevant laws and regulations, relevant International Association of Classification Societies class and statutory certifications and flag state requirements, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manuals, such as the possession of an International Ship Security Certificate and a valid SIRE vetting certificate (Ship Inspection Report) and Maritime Regulations, irrespective of whether the Small Scale Carrier is chartered, owned and/or operated by the Small Scale User. Any modifications required to be made to a Small Scale Carrier to ensure that it complies with International Standards, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manuals and the Maritime Regulations shall be made by the User at its sole risk and expense.
- b) The Small Scale User or the Complementary User shall demonstrate to the Operating Company that any Small Scale Carrier that it intends to moor and Unload at the Terminal meets the requirements envisaged by Clause 2.2.1.1a).
- c) Technical Manuals shall set forth detailed requirements with respect to the Operating Company's acceptance or rejection of each Small Scale Carrier that the Small Scale User or the Complementary User intends to moor and Unload at the Terminal.
- d) The Small Scale User or the Complementary User shall ensure that each Small Scale Carrier which it intends to moor or load at the Terminal completes and submits to the Operating Company a Compatibility Procedure pursuant to Clause 2.2.2.2.
- e) For each Small Scale Carrier that the Small Scale User or the Complementary User intends to moor and load at the Terminal, the Small Scale User shall submit to the Operating Company the required vessel documentation in a complete and exhaustive manner.
- f) Each Small Scale Carrier that the Small Scale User or the Complementary User intends to allow to moor and load at the Terminal must pass the Final Acceptance Visit and the Trial Unloading pursuant to Clause 2.2.1.3 without prejudice to the Operating Company's right to carry out inspections at any time.
- g) The Operating Company will maintain a list of the Small Scale Carriers on its website that have been declared technically compatible for loading at the Terminal and will promptly update such list in the case of the addition or cancellation of Small Scale Carriers.
- h) The Operating Company shall, other than in exceptional circumstances determined by the Operating Company in its sole discretion, refuse to permit any Small Scale Carrier that has not been accepted, does not comply with Clause 2.2.1.1a), does not pass the Trial Unloading or does not pass the Final Acceptance Visit to moor (or remain moored) at the Terminal. All costs associated with the rejection of such Small Scale Carrier shall be borne by the Small Scale User or the Complementary User.
- i) If the Operating Company determines at any time that a Small Scale Carrier:
  - (i) fails to comply with the Technical Manuals, International Standards, the Maritime Regulations, or any other requirements of Clause 2.2.2.1a);
  - (ii) is unsafe to be moored at the Terminal; or
  - (iii) fails the inspections and tests pursuant to Clause 2.2.1.3;

the Operating Company shall, other than in exceptional circumstances determined by the Operating Company in its sole discretion, revoke with immediate effect its acceptance of such

Small Scale Carrier, and the Small Scale User or the Complementary User shall not be permitted to use such Small Scale Carrier to moor at the Terminal, unless and until such Small Scale Carrier is re-accepted by the Operating Company pursuant to this Clause 2.2.1.1. All costs associated with the rejection of such Small Scale Carrier and any re-acceptance thereof shall be borne by the Small Scale User or the Complementary User.

#### **2.2.2.2 Compatibility Procedure**

- a) Following a request by a Small Scale User, a Complementary User or a party interested in using a Small Scale Carrier to Unload LNG at the Terminal which is not yet included on the list referred to in Clause 2.2.1.1g), the Operating Company, will send such party the data and information envisaged by the Technical Manuals (in particular, the Small Scale LNG Carrier Approval & Vetting Procedures) for the purposes of the necessary technical assessments. The Small Scale User, the Complementary User or interested party will provide the Operating Company, as soon as is reasonably possible, with the required information in the form established by the Operating Company pursuant to the provisions of the Technical Manuals (in particular, the Small Scale LNG Carrier Approval & Vetting Procedures).
- b) The Operating Company will inform Small Scale User, the Complementary User or interested party, within fifteen (15) Business Days of the date when all the information required by the Operating Company is made available in a complete and exhaustive manner, whether or not, based on the information provided, the Small Scale Carrier is compatible with the Terminal.
- c) It being understood that the process envisaged by Clause 2.2.1.2 shall be performed for each Small Scale Carrier:
  - (i) prior to the Small Scale Carrier's first delivery at the Terminal; and
  - (ii) prior to the Small Scale Carrier's first delivery at the Terminal following any modification and/or structural damage to the LNG Carrier;
  - (iii) prior to the Small Scale Carrier's first delivery at the Terminal following an amendment to the Technical Manuals.

#### **2.2.2.3 Final Acceptance Visit and Trial Unloading**

Prior to the first mooring following the provisional acceptance resulting from the compatibility procedure envisaged by Clause 2.2.1.2, each Small Scale Carrier will be subject to the Final Acceptance Visit conducted by a person appointed by the Operating Company as detailed in the Technical Manuals (in particular, in the Small Scale LNG Carrier Approval & Vetting Procedures). If the visit is successful, the Operating Company will allow the Small Scale Carrier to conduct a Trial Unloading at the Terminal in which an inspector appointed by the Operating Company will conduct the appropriate assessments envisaged by the Technical Manuals (in particular, the Small Scale LNG Carrier Approval & Vetting Procedures).

#### **2.2.2.4 Non-compliance of accepted Small Scale Carriers**

If a Small Scale Carrier accepted by the Operating Company and included in the list envisaged by Clause 2.2.1.1g) suffers an incident, structural damage or ceases to comply with the requirements of Clause 2.2.1.1a) the Small Scale User or the Complementary User shall notify the Operating Company as soon as reasonably practicable after the Small Scale User becomes aware of such non-compliance and any pre-existing acceptance of the Small Scale Carrier shall be deemed to be revoked.

#### **2.2.2.5 Liaison with Competent Authorities**

- a) The Small Scale User or the Complementary User shall obtain and keep onboard the Small Scale Carrier all the authorisations required by all the Competent Authorities that allow the Small Scale Carrier to enter, operate and leave the territorial waters of Italy, and to proceed to, Unload, and depart from the Terminal.



- b) In the event the use of a Small Scale Carrier accepted by the Operating Company is prohibited or hindered by a Competent Authority, the Small Scale User's obligations under the Small Scale Agreement shall not be excused and any prior acceptance of such LNG Carrier shall be deemed automatically revoked by the Operating Company.

#### **2.2.2.6 Terms of Use**

- a) Before an Small Scale Carrier moors at the Terminal, the Small Scale User or the Complementary User shall cause the Master or Owner of such Small Scale Carrier (as the case may be) to sign the required terms for the use of the Terminal, as specified by the Operating Company, relating to, among other things, safety, prevention and reduction of pollution, the express acceptance of the Terminal's operational and safety procedures, the parties' liability, required equipment (and its technical specifications) and/or similar technical and operational requirements for the Small Scale Carrier, as envisaged by the specific form attached to the Technical Manuals (in particular, the Terminal Regulations and Information Booklet - article 11) (**Terms of Use**).
- b) The failure to obtain the authorisations to use the Terminal for reasons ascribable to the Master or the Ship Owner of the Small Scale Carrier, including their failure to execute the Terms of Use shall neither suspend the Small Scale or the Complementary User's obligations nor excuse the Small Scale or the Complementary User's failure to perform its obligations under the Small Scale Agreement and any prior acceptance of the Small Scale Carrier shall be deemed automatically revoked by the Operating Company.

## **SECTION 3: REQUIREMENTS FOR PROVIDING THE SERVICE - SCHEDULING AND PROVISION OF THE REGASIFICATION AND SMALL SCALE SERVICE**

### **Chapter 3.1 - CREDIT AND INSURANCE REQUIREMENTS**

#### **3.1.1 Credit Requirements for the Continuous Regasification Service**

##### **3.1.1.1 Financial guarantees to secure the obligations of Users with Capacity Agreement for the allocation of Continuous Capacity**

a) Subject to the Applicant's obligation to submit the financial guarantee envisaged by Clauses 2.1.5.2 and 2.1.5.3 to secure the obligations arising from the allocation of Continuous Capacity, the Operating Company will provide the Continuous Regasification Service exclusively to the Users that provide and maintain adequate financial guarantees to secure the payment obligations arising from the execution of a Capacity Agreement for the allocation of Continuous Capacity. For the entire duration of the Capacity Agreement and until the one hundred and twentieth (120<sup>th</sup>) Day following the expiry of the latter or subsequent to such period while the User's payment obligations in respect of the Operating Company are suspended, the User is required to have:

- (i) a credit rating as per Clause 3.1.1.1b) or, failing that
- (ii) a financial guarantee as specified in Clause 3.1.1.1c) or 3.1.1.1d) or, failing that
- (iii) a non-interest-bearing security deposit in a bank account held by the Operating Company to be created through wire transfer stating clearly in the description the purpose pursued by the transfer itself. Such deposit will be returned to the Applicant within ten (10) Business Days of its request. In the event that the request is made by a User, the deposit will be returned within the same period of ten (10) Business Days of the request and in any case only if and insofar as the obligations guaranteed by such deposit have been fulfilled.

b) The Applicant shall provide the Operating Company with written evidence, in a form and with a content deemed satisfactory by the Operating Company, that its rating for unsecured long-term debt is equal to or higher than:

- i) Baa3 if given by Moody's; or
- ii) BBB- if given by Standard&Poor's; or
- iii) BBB if given by Fitch.

c) If the requirement envisaged by Clause 3.1.1.1b) is not fulfilled by the Applicant, but is fulfilled by an Affiliate of the User, the Applicant may provide the Operating Company with a Guarantee of the Company of the User's Group which expresses the Guarantor's undertaking to meet all the obligations envisaged for the Applicant under the Capacity Agreement. The template for the letter of guarantee signed by the Affiliate of the User is contained in Annex 7A2 or, alternatively, in the case of multiannual allocations, with a letter of guarantee conforming to the template contained in Annex 7A2P.

d) If the requirements envisaged by Clause 3.1.1.1b) and 3.1.1.1c) are not fulfilled, the Applicant shall present a special Bank Guarantee issued by an Approved Credit Institution for one third (1/3) of the maximum annual commitment fee payable under the Capacity Agreement and paid to the Operating Company in accordance with the provisions of Clauses 5.2.1.3 and 5.2.1.5. The template for the Bank Guarantee is contained in Annex 7A1 or, alternatively, in the case of multiannual allocations, with a letter of guarantee conforming to the template contained in Annex 7A1P. The guarantee will continue to have effect for 120 days subsequent to the end of the last Gas Year in which regasification capacity will be allocated.

e) The User shall provide the Operating Company with that which is envisaged by Clause 3.1.1.1a) together with the Capacity Agreement, duly signed pursuant to Clause 2.1.7 and by the deadline envisaged by Clauses 2.1.5.2 and 2.1.5.3.

f) In the event that the duration of the Capacity Agreement exceeds the second (2<sup>nd</sup>) Gas Year following the year of the award, the financial guarantees referred to in Clauses 3.1.1.1c) and 3.1.1.1d) may indicate as expiry date the one hundred and twentieth (120<sup>th</sup>) Day following the expiry of the second (2<sup>nd</sup>) Gas Year. In such a case, the User shall be obliged before the expiry of the first (1<sup>st</sup>) Gas Year following the award to extend the guarantee or to submit a new guarantee with effect from the first (1<sup>st</sup>) Day following the expiry of the term of the guarantee previously submitted in order to ensure compliance with Clause 3.1.1.1a).

### 3.1.1.2 Financial guarantees to secure the obligations of Users with a Capacity Agreement for the allocation of Interim Capacity

a) Subject to the Applicant's obligation to submit the financial guarantee envisaged by Clauses 2.1.8.1, 2.1.9.1, and 2.1.9.2 to secure the obligations arising from allocation of infra-annual Capacity, and subject to letter (f) below for Complementary Users only, the Operating Company will provide the Continuous Regasification Service exclusively to Users that provide and maintain adequate financial guarantees to secure the payment obligations arising from the execution of a Capacity Agreement(s). For the entire duration of the Capacity Agreement and until the sixth (6<sup>th</sup>) Month following the expiry of the latter or subsequent to such period while the User's payment obligations in respect of the Operating Company are suspended, the User is required to have:

- (i) a credit rating as per Clause 3.1.1.2b) or, failing that
- (ii) a financial guarantee as specified in Clause 3.1.1.1c) or 3.1.1.1d) or, failing that
- (iii) a non-interest-bearing security deposit in a bank account held by the Operating Company to be created through wire transfer stating clearly in the description the purpose pursued by the transfer itself. Such deposit will be returned to the Applicant within ten (10) Business Days of its request. In the event that the request is made by a User, the deposit will be returned within the same period of ten (10) Business Days of the request and in any case only if and insofar as the obligations guaranteed by such deposit have been fulfilled.

b) The Applicant shall provide the Operating Company with written evidence, in a form and with a content deemed satisfactory by the Operating Company, that its rating for unsecured long-term debt is equal to or higher than:

- i) Baa3 if given by Moody's; or
- ii) BBB- if given by Standard & Poor's; or
- iii) BBB if given by Fitch.

c) If the requirement envisaged by Clause 3.1.1.1b) is not fulfilled by the Applicant, but is fulfilled by an Affiliate of the User, the Applicant may provide the Operating Company with a Guarantee of the Company of the User's Group which expresses the Guarantor's undertaking to meet all the obligations envisaged for the Applicant under the Capacity Agreement. The template for the letter of guarantee signed by the Affiliate of the User is contained in Annex 7A2 or, alternatively, in the case of multiannual allocations, with a letter of guarantee conforming to the template contained in Annex 7A2P.

d) If the requirements envisaged by Clause 3.1.1.1b) and 3.1.1.1c) are not fulfilled, the Applicant shall present a special Bank Guarantee issued by an Approved Credit Institution for an amount equal to one third (1/3) of the maximum annual commitment fee due under the Capacity Agreement. The template for the Bank Guarantee is contained in Annex 7A1 or, alternatively, in the case of multiannual allocations, with a letter of guarantee conforming to the template contained in Annex 7A1P.

e) The Applicant shall provide the Operating Company with that which is envisaged by Clause 3.1.1.1a) together with the Capacity Agreement, duly signed pursuant to Clause 2.1.10 and by the deadline envisaged by Clauses 2.1.8.1, 2.1.9.1, and 2.1.9.2.

f) For the entire duration of the Capacity Agreement and until the sixth (6<sup>th</sup>) month following the expiry of the Capacity Agreement or thereafter for as long as the Complementary User maintains outstanding payment obligations towards the Operating Company, the Complementary User is required to hold a non-interest bearing deposit in a bank account in the name of the Operating Company to be established by means of a bank transfer in the amount of two hundred and fifty thousand euros (€ 250,000) with the purpose of the bank transfer clearly stated in the reason for payment. This deposit shall be returned to the Applicant within ten (10) Business Days from the Applicant's request and, in any case, only if and to the extent that the obligations guaranteed by this deposit have been met. **It is understood that Complementary Users who have submitted a financial guarantee under Clauses 3.1.1 and 3.1.1.2 may use the residual capacity of the latter to guarantee the amount required by this Clause.**

### 3.1.1.3 Financial guarantees to secure the obligations of Small Scale Users

- a) The Operating Company will provide the Small Scale Service exclusively to Small Scale Users that provide and maintain adequate financial guarantees to secure the obligations arising from the allocation of Small Scale Slots. Until the sixth (6<sup>th</sup>) Month following the Month in which the Small Scale User has received the Small Scale Service, or subsequent to such period while the Small Scale User's payment obligations in respect of the Operating Company are suspended, the Small Scale User is required to have:
- (i) a credit rating as per Clause 3.1.1.2b) or, failing that
  - (ii) a financial guarantee as specified in Clause 3.1.1.1c) or 3.1.1.1d) or, failing that
  - (iii) a non-interest-bearing security deposit in a bank account held by the Operating Company to be created through wire transfer stating clearly in the description the purpose of the transfer. Such deposit will be returned to the Applicant within ten (10) Business Days of its request. In the event that the request is made by a Small Scale User, the deposit will be returned within the same period of ten (10) Business Days of the request and in any case only if and insofar as the obligations guaranteed by such deposit have been fulfilled.
- b) The Applicant shall provide the Operating Company with written evidence, in a form and with a content deemed satisfactory by the Operating Company, that its rating for unsecured long-term debt is equal to or higher than:
- i) Baa3 if given by Moody's; or
  - ii) BBB- if given by Standard&Poor's; or
  - iii) BBB if given by Fitch.
- c) If the requirement envisaged by Clause 3.1.1.1b) is not fulfilled by the Applicant, but is fulfilled by an Affiliate of the User, the Applicant may provide the Operating Company with a Guarantee of the Company of the Small Scale User's Group which expresses the Guarantor's undertaking to meet all the Applicant's obligations arising from the Small Scale Service and from the Small Scale Agreement. The template for the letter of guarantee signed by the Company of the Small Scale User's Group is contained in Annex 7A2.
- d) If the requirements envisaged by Clause 3.1.1.3b) and 3.1.1.3c) are not fulfilled, the Applicant shall present a special Bank Guarantee issued by an Approved Credit Institution for an amount that must be, in each Month M, at least equal to the total amount of the monthly sums payable by the User until the end of the eleventh (11<sup>th</sup>) month following Month M ed a fifth (1/5) of the total amount of the sums payable by the Small Scale User in the entire period following the eleventh (11<sup>th</sup>) month. The template for the Bank Guarantee is contained in Annex 7A1.
- e) The Applicant shall provide the Operating Company with that which is envisaged by Clause a) in accordance with that which is envisaged by the Operating Company in the Small Scale Slot allocation processes.
- f) The financial guarantees provided by the User to secure its obligations under the Capacity Agreement will also be used by the Operating Company to secure the obligations arising from the Small Scale Agreement, where the User is also a Small Scale User and vice versa.

### **3.1.2 Scope of the Financial Guarantees**

- a) The financial guarantees envisaged by Clauses 3.1.1.1, 3.1.1.2 and 3.1.1.3 shall, in addition to the foregoing, also cover any amounts invoiced to the User and still outstanding in Month M;
- b) It being understood that the Operating Company may prevent parties from participating in the regasification capacity allocation processes or Small Scale Slots if the financial guarantees are not issued by the deadlines envisage by Chapter 2.1 or of the financial guarantees envisaged for the allocation of Small Scale Slots are not issued or if the financial guarantees issued are insufficient in respect of the relevant obligations, including the payment obligation envisaged by Clause 3.1.2a).

### **3.1.3 Variation of the Credit Requirements**

#### **3.1.3.1 Variation of the User's or the Small Scale User's Credit Requirements**

a) In the event that a User meets the requirements envisaged by Clauses 3.1.1.1b) or 3.1.1.2b), but at any point during the Capacity Agreement such User no longer meet the aforementioned requirements, the User itself shall provide the Operating Company with a Bank Guarantee within ten (10) Business Days of when it ceased to meet such requirements or, if the requirement envisaged by Clause 3.1.1.1b) or 3.1.1.2b) is met by an Affiliate of the User, a User's Group Guarantee. Until such time as the User provides such guarantees the Operating Company may prevent it from taking part in any further regasification capacity allocation processes. Such Bank Guarantee or Small Scale User's Group Guarantee shall be provided within the same time limit of ten (10) Business Days by the Small Scale User that no longer meets the requirements envisaged by Clause 573.1.3.1b).

b) In the event that a User has provided a Bank Guarantee or a User's Group Guarantee and, at any time during the Capacity Agreement, such User meets the requirement envisaged by Clause 3.1.1.1b) or 3.1.1.2b), once the User has provided the Operating Company with written evidence, in a form and with a content deemed satisfactory by the Operating Company, the latter will promptly release the Guarantor from its obligations under the Bank Guarantee or the User's Group Guarantee and will promptly return the original of the latter to the Guarantor. In the case in which a Small Scale User has provided a Bank Guarantee or a Small Scale User's Group Guarantee and at any time until the fulfilment of the obligations arising from the allocation of Small Scale Slots such Small Scale User meets the requirements envisaged by Clause 3.1.1.3b), once the Small Scale User has provided the Operating Company with written evidence, in a form and with a content deemed satisfactory by the Operating Company, of such condition, the latter will promptly release the Guarantor from its obligations envisaged by the Bank Guarantee or the Small Scale User's Group Guarantee and will promptly return the original Guarantee to the Guarantor.

c) In the event that a User has provided a User's Group Guarantee and, at any time during the Capacity Agreement, the Guarantor ceases to be an Affiliate of the User, the User itself shall provide the Operating Company with a Bank Guarantee within ten (10) Business Days from when it ceases to be an Affiliate or if the requirement envisaged by Clause 3.1.1.1b) or 3.1.1.2b) is met by an Affiliate of the User, a User's Group Guarantee. Until such time as the User provides such guarantees the Operating Company may prevent it from taking part in any further regasification capacity allocation processes. In the case in which a Small Scale User has provided a Small Scale User's Group Guarantee and at any time until the fulfilment of the obligations arising from the allocation of Small Scale Slots the Guarantor ceases to be a Company of the Small Scale User's Group, the Small Scale User shall provide the Operating Company within ten (10) Business Days from such cessation with a Bank Guarantee or, if the requirement envisaged by Clause 3.1.1.3b) is met by a Company of the Small Scale User's Group, a Small Scale User's Group Guarantee. Pending the Small Scale User's provision of such guarantees, the Operating Company may prevent it from participating in any further Small Scale Slot allocation processes.

#### **3.1.3.2 Variation of the Guarantor's Credit Requirements**

a) In the event that a User has provided a User's Group Guarantee or a Small Scale User has provided a Small Scale User's Group Guarantee and, at any time during the Capacity Agreement or until the fulfilment of the obligations arising from the allocation of Small Scale Slots, the Guarantor ceases to meet the requirement envisaged by Clause 3.1.1.1b) or 3.1.1.2b) or 3.1.1.3b), the User or the Small Scale User shall provide the Operating Company with a Bank Guarantee within ten (10) Business Days of when it ceased to meet such requirements. Until such time as the User or the Small Scale User provides such guarantees the Operating Company may prevent it from taking part in any further regasification capacity allocation processes or Small Scale Slots.

b) In the event that a User or Small Scale User has provided a Bank Guarantee and, at any time during the Capacity Agreement or until the fulfilment of the obligations arising from the allocation of Small Scale Slots, the Guarantor loses its status as an Approved Credit Institution, the User or Small Scale User shall provide the Operating Company with a Bank Guarantee issued by another Approved Credit Institution within ten (10) Business Days of when it ceased to meet such requirements or, if the requirement envisaged by Clause 3.1.1.1b) or 3.1.1.2b) or 3.1.1.3b) is met by an Affiliate of the User or a Company of the Small Scale User's Group, a User's Group Guarantee or a Small Scale User's Group Guarantee. Until such time as the User or Small Scale User provides such guarantees the Operating Company may prevent it from taking part in any further regasification capacity allocation processes or Small Scale Slots.



### 3.1.4 Peak Shaving Guarantee

The Peak Shaving Guarantee is issued in order to cover the possible risks related to the obligations the Operating Company undertook towards the Peak Shaving Service Supplier in the event the User fails to deliver a Confirmed Cargo during the Peak Shaving Service and:

- (a) shall be issued by the User in the event the Peak Shaving Service has been awarded to a third party following the relevant tender procedure published by the Operating Company;
- (b) in each month M-1, in relation to the Month M and for the whole duration of the Peak Shaving Service, the User shall maintain the Peak Shaving Guarantee, otherwise the provisions of Clause 2.1.3 shall apply;
- (c) the Peak Shaving Guarantee shall be valid from the issuing date until the completion of the unloading in accordance with the wording of the Bank Guarantee and for the Guarantee of the Company of the User's Group contained in Annex 7B1/2;
- (d) the Operating Company communicates to the User its obligation in providing the Peak Shaving Guarantee and the amount of the latter only in the event of Peak Shaving Service has been awarded. The amount will be equal to the fee to be paid to the Peak Shaving Service Supplier.

Without prejudice to Clauses 2.1.3, 5.3.2 and 5.3.3.2, the Operating Company has the right to enforce the Peak Shaving Guarantee and any other credit guarantee provided or procured by the User under Clause 3.1.1 in the event the User, despite being the LNG volumes for Peak Shaving Service redelivered at Redelivery Point to the User before the Discharge, it does not afterwards proceed in Discharging the scheduled volumes.

### 3.1.5 Replacement and enforcement of the financial guarantees

**3.1.5.1** In the event that a User, or Small Scale User, has provided a Bank Guarantee, a Guarantee of the Company of the User's Group or a Guarantee of the Company of the Small Scale User's Group or a security deposit and at any time during the Capacity Agreement, such financial guarantees become invalid or ineffective or they expire within fifteen (15) Business Days, the User or Small Scale User shall, within ten (10) Business Days of the occurrence of the aforementioned events, replace the financial guarantee with an equivalent financial guarantee for the same amount. Until such time as the User or Small Scale User provides such guarantees the Operating Company may prevent it from taking part in any further regasification capacity or Small Scale Slots allocation processes.

**3.1.5.2** Subject to the provisions of Clauses 2.1.3, 5.3.2 and 5.3.3.2 the Operating Company may enforce the financial guarantees envisaged by Clauses 3.1.1.1 and 3.1.1.2 in any of the following circumstances:

- a) the User does not pay or ensures the non-payment of any sum owed to the Operating Company under the Capacity Agreement; or
- b) the User has not, in the case envisaged by Clause 3.1.3.2a), replaced the Bank Guarantee by the deadline envisaged by the latter; or
- c) as otherwise expressly authorised by the terms and conditions of the Bank Guarantee or the User's Group Guarantee, respectively.

It being understood that if the Operating Company enforces, in whole or in part, the Bank Guarantee, the Guarantee of the Company of the User's Group or the security deposit within ten (10) Business Days of such enforcement the User shall restore such financial guarantees to the original amount even by replacing them with other equivalent financial guarantees with the same amount of the occurred enforcement. Until such time as the User provides such guarantees the Operating Company may prevent it from taking part in any further regasification capacity allocation processes.

Subject to the provisions of Clauses 5.3.2 and 5.3.3.2, if the User does not meet the requirements envisaged by Clauses 3.1.1, 3.1.2, 3.1.3 and 3.1.4, the provisions of Clause 2.1.3 will apply.

**3.1.5.3** Subject to the provisions of Clauses 2.1.14, 5.3.2 and 5.3.3.2 the Operating Company may enforce the financial guarantees envisaged by Clauses 3.1.1.3 in any of the following circumstances:

- a) the Small Scale User does not pay or ensures the non-payment of any sum owed to the Operating Company; or



- b) the Small Scale User has not, in the case envisaged by Clause 3.1.3.2a), replaced the Bank Guarantee by the deadline envisaged by the latter; or
- c) as otherwise expressly authorised by the terms and conditions of the Bank Guarantee or the Small Scale User's Group Guarantee, respectively.

It being understood that if the Operating Company enforces, in whole or in part, the Bank Guarantee, the Small Scale User's Group Guarantee or the security deposit within ten (10) Business Days of such enforcement the Small Scale User shall restore such financial guarantees to the original amount including by replacing them with other equivalent financial guarantees with the same amount as that enforced. Until such time as the User provides such guarantees the Operating Company may prevent it from taking part in any further Small Scale Slot allocation processes.

Subject to the provisions of Clauses 5.3.2 and 5.3.3.2, if the Small Scale User does not meet the requirements envisaged by Clauses 3.1.1, 3.1.2 and 3.1.3, the provisions of Clause 2.1.14 will apply.

### **3.1.6 Reduction of the amount of the financial guarantees**

In the event that following a transfer and/or release and/or exchange of regasification capacity or Small Scale Slots pursuant to Clauses 3.2.2, 3.2.3 and 3.2.4, the obligations envisaged Clauses 3.1.1, 3.1.2, 3.1.3 and 3.1.4 associated with the regasification capacity or the Small Scale Slots are amended, the User or the Small Scale User concerned will be entitled to a consequent adjustment of the relevant guarantees.

### **3.1.7 Guarantee against non-compliance with the Ninety Day Unloading and Loading Schedule**

- a) For the purposes of Clause 3.3.2.2d), in order to guarantee compliance with the Ninety Day Unloading and Loading Schedule for Month M as defined by Clause 3.3.2 as well as the Default Redelivery Profiles envisaged by Clause 3.4.1.1, of the Creditor Users, each Debtor User shall register a sales transaction at the Virtual Exchange Point in favour of the Creditor User(s).
- b) The sales transaction at the Virtual Exchange Point shall be of a multi-day type starting on the third (3<sup>rd</sup>) Gas Day subsequent to the Scheduled Arrival Window for each Delivery Slot scheduled by the Debtor User in Month M and ending, respectively, on:
  - (i) the last Gas Day of Month M or the last Gas Day of the relevant Redelivery Period, whichever occurs first, or
  - (ii) the last Gas Day of the relevant Delivery Period for the last Delivery Slot scheduled for Month M.
- c) The quantity involved in each of the sales transactions at the Virtual Exchange Point will be equal to the debt position of the Debtor User in respect of the Creditor User(s) at the arrival of each Confirmed Cargo scheduled by the Debtor User itself. Each User may monitor its overall debt position through the Electronic Communications System.
- d) The Operating Company is consequently authorised by each Debtor User to register the relevant sales transactions at the Virtual Exchange Point in the name and on behalf of the User in accordance with the following timing:
  - i) by the deadline envisaged by Clause 3.3.2.2e) in relation to the Continuous Regasification Service; and
  - ii) within two (2) Business Days of the award of the regasification capacity following the auctions envisaged by Clauses 2.1.9.1 and 2.1.9.2 in relation to the Spot Regasification Service;

In the event the Debtor User has indicated the identity of the transportation User and the regasified quantities allocation rules of its competence by signing, together with transportation User, the form contained in Annex 5, the sales transaction may be registered by the Operating Company at the Virtual Exchange Point, prior communication of the Debtor User, also on behalf of the transportation User to the extent corresponding to the allocation of the regasified quantities. It being understood that the Debtor User shall remain liable *vis-à-vis* the Operating Company, as well as *vis-à-vis* the other Creditor Users,

for the failure, delay, or otherwise incorrect fulfilment by the transportation User, authorizing since now the Operating Company to include the transaction in the Virtual Exchange Point on behalf of the Debtor User where the Operating Company could not, for any reason, include it on behalf of the transportation User.

e) Each Debtor User will be required to maintain the necessary amounts of its financial guarantees that cover the system as envisaged by Chapter 5 of Network Code and to replenish them promptly if they are not sufficient to effect the aforementioned sale transaction.

f) In the event that the delivery of the Confirmed Cargo takes place in accordance with the Ninety Day Unloading and Loading Schedule, the Operating Company will cancel the previously-registered transaction by the date of expiry of the latter. Failing that, or in the event that the provisions of Clause 3.3.7c) apply and subject in any case to the case envisaged by Clause 3.7.2, the Operating Company will activate the previously-registered transaction, unless otherwise agreed by all the Users involved (Debtor User and Creditor User(s)) and duly notified to the Operating Company by the aforementioned deadline. It being understood that the transaction at the Virtual Exchange Point for which the Debtor User is responsible may be activated, in whole or in part, by the Operating Company even in the case of a Late LNG Carrier for each day's delay (or in the case of non-delivery of the cargo) and for the purposes of guaranteeing the redelivery profile to the Creditor Users during the days of delay.

g) The Users expressly agree that the Operating Company may register, cancel or amend the transactions envisaged by this Clause according to the procedures and the cases envisaged herein and they agree to inform the Operating Company as soon as possible of any errors and to indemnify and hold the latter harmless from and against any adverse consequences arising from any registration errors.

h) For the purposes of this Clause 3.1.7, the Operating Company may act as a Creditor User and, in such case, the sales transactions at the Virtual Exchange Point envisaged by Clause 3.1.7b) will be issued in favour of the Operating Company itself.

i) In the event that the User is provided in advance with the quantities involved in the Peak Shaving Service, the Operating Company, which in such case will act as a Creditor User, may charge to the User the sales transaction at the Virtual Exchange Point envisaged by Clause 3.1.7.b) as security in the event of non-delivery or reduced delivery of the Confirmed Cargo. Such transactions will be cancelled by the Operating Company upon delivery of the Confirmed Cargo to an extent corresponding to the volumes of LNG intended for the Peak Shaving Service that have been reconstituted by the Unloading.

j) The User who has been awarded a Delivery Slot pursuant to Clause 2.1.9.2 and after the deadlines referred to in Clause 3.3.2.1a) shall be required to register a sale transaction at the PSV in favour of the other Users present in the Redelivery Period. Such sales transaction shall be:

(i) multi-day type starting on the third (3<sup>rd</sup>) Gas Day following the Arrival Window relating to the Delivery Slot and ending on the Gas Day preceding the next scheduled Arrival Window;

(ii) issued for a quantity equal to the regasification capacity associated with such Delivery Slot.

The provisions of paragraphs (d), (e), (f), (g), (h) and (i) of this Clause shall apply to such transaction.

k)

### **3.1.8 Insurance Requirements**

#### **3.1.8.1 Operating Company's insurance policies**

The Operating Company has taken out insurance policies against third-party damage arising from the performance of its commercial activities for an amount of not less than twenty-five million Euro (€ 25,000,000.00).

#### **3.1.8.2 User's or Small Scale User's insurance policies**

a) The User or Small Scale User shall procure and maintain for the entire duration of the Capacity Agreement or the Small Scale Agreement, at no expense to the Operating Company, comprehensive

general liability insurance in an amount not less than twenty-five million Euros (€ 25,000,000), providing coverage for personal injury, death and/or property damage resulting from each occurrence or related series of occurrences caused by the User and/or by the User's Group, and/or by the Small Scale User or the Small Scale User's Group.

b) The User and the Small Scale User shall procure that the Ship Owner of each LNG Carrier or each Small Scale Carrier which is used shall execute and maintain the following insurance policies:

- (i) marine risks and war risks insurance (including war P&I) in respect of each LNG Carrier or each Small Scale Carrier for an amount not less than the market value of the LNG Carrier or Small Scale Carrier;
- (ii) marine protection and indemnity insurance for each LNG Carrier or each Small Scale Carrier including collision liability and damage to fixed and floating objects and personal injury coverage, with a P&I club that is a member of the international group of P&I clubs in the maximum amount available with the relevant P&I club (including coverage for the LNG Carrier's or Small Scale Carrier's legal liabilities for damage to the Terminal, spills/pollution and other third party injury and property damage); and
- (iii) any other insurance required by Applicable Law.

c) If the Operating Company so requests, the User or Small Scale Carrier shall as soon as reasonably practicable, provide to the Operating Company insurance policies demonstrating compliance with the requirements referred to in Clauses 3.1.8.2a) and/or 3.1.8.2b).

d) If the insurance policies are not provided to the Operating Company as soon as reasonably practicable following a request under Clause 3.1.8.2c) or such insurance policies fail to demonstrate compliance with the requirements of Clauses 3.1.8.2a) and/or 3.1.8.2b), or if the User is in breach of its obligations under Clauses 3.1.8.2a) and/or 3.1.8.2b), the Operating Company may suspend or discontinue the provision of the Regasification Service to the User in accordance with Clause 2.1.3 or suspend or interrupt the provision of the Small Scale Service to the Small Scale User in accordance with Clause 2.1.14.

e) If the Ship Owner of any LNG Carrier or Small Scale Carrier has not effective and maintained the insurances required by Clause 3.1.8.2b), then any prior acceptance of the LNG Carrier or the Small Scale Carrier shall be deemed automatically revoked by the Operating Company.

### **3.1.8.3 Proceeds of Protection and Indemnity and Comprehensive General Liability Insurance**

The User's Group or the Small Scale User's Group and the Operating Company's Group agree to ensure that the proceeds of any protection and indemnity and comprehensive general liability insurance which the User's Group, the Small Scale User's Group and the Operating Company's Group have taken out or are required to take out (as applicable) under Clauses 3.1.8.1 or 3.1.8.2 shall, where applicable, be paid directly to the third party whose claim has caused such proceeds to have been paid. In the event that any proceeds of any liability insurance (including protection and indemnity and comprehensive general liability insurance) are paid to the User's Group, to the Small Scale User's Group or to the Operating Company's Group, the latter will promptly transfer such indemnity to the injured party to discharge the relevant claims.

## Chapter 3.2 - CAPACITY AND SMALL SCALE SLOT TRANSACTIONS

### 3.2.1 No assignment

The User or the Small Scale User may not assign, mortgage, charge, pledge, dispose of, or otherwise transfer all or part of its rights and/or (if applicable) obligations under the Capacity Agreement, nor grant any right or interest under the Capacity Agreement or arising under the Small Scale Agreement to any person without the prior written consent of the Operating Company, such consent not to be unreasonably withheld.

### 3.2.2 Transfer of regasification capacity

#### 3.2.2.1 Regasification capacity transfer process

a) Prior to the start and/or in the course of each Gas Year each User may transfer the regasification capacity which it holds under a Capacity Agreement executed with the Operating Company. Transfer of capacity shall mean the transfer to another User or third party other than the User (**Transferee**) of a certain quantity of regasification capacity held by a User of the Terminal (**Transferring User**) and of all the rights and obligations associated with such regasification capacity. The transfer of regasification capacity shall be requested, upon penalty of cancellation, according to the procedures and timing specified below:

(i) the interested parties, Transferring User and Transferee, shall send the Operating Company the request form for the transfer of regasification capacity (Annex 3), duly completed and signed by them, specifying:

- the volume of LNG, expressed in cubic metres of LNG, and the relevant Maximum Number of Permitted Berthing Slots being transferred;
- the Delivery Slots or Monthly Slots or Complementary Slots in the event that the transfer takes place after the process that determines the Annual Unloading and Loading Schedule. Transfer of Delivery Slots or Monthly Slots or Complementary Slots shall mean the transfer by the Transferring User to the Transferee of all the rights and obligations associated with one or more Delivery Slots or Monthly Slots or Complementary Slots being transferred (each Delivery Slot or Monthly Slot or Complementary Slots to be deemed inclusive of the Berthing Slot, the relevant regasification capacity and the relevant right to use the User's Regasification Service which, insofar as applicable have been determined in the Annual Unloading and Loading Schedule, together with all the rights, obligations and liability envisaged by Clause 3.2.2.2).

(ii) In order for the regasification capacity transfer request to be accepted, the Transferee must meet the Service Conditions envisaged by Clause 2.1.1 and shall have sent the signed Capacity Agreement and provided the adequate financial guarantees envisaged by Chapter 3.1 by and not later than 12:00 on the second (2<sup>nd</sup>) Business Day prior to the deadline envisaged by Clause 3.2.2.1a)(iii), which is deemed to be a condition of the effectiveness of the transfer.

(iii) The regasification capacity transfer request (Annex 3) shall reach the Operating Company:

- by fifth (5<sup>th</sup>) August for the transfer of Continuous Capacity starting on 1<sup>st</sup> October of the subsequent Gas Year; and/or
- by the seventh (7<sup>th</sup>) Business Day before the start of the Month in which the Delivery Slot(s) or Monthly Slot(s) or Complementary Slot(s), to be transferred, are scheduled.

The transfer request will be irrevocable and shall contain a declaration in which the Transferring User and the Transferee acknowledge that its effectiveness is subject to the express acceptance of the Operating Company which will assess the adequacy of the documentation and the data contained therein. It being understood that at the time of the transfer request, no material breach or material default shall have been made by the Transferring User, or even the Transferee in the event that the latter is already a User or Small Scale User, in accordance with the Capacity Agreement or the Small Scale Agreement, including the non-payment of any amount payable under such Capacity Agreement or such Small Scale Agreement. Transfers of regasification capacity will not be accepted if the requests are

received after the indicated deadlines and/or are incomplete and/or non-compliant and/or the Transferring User does not hold the capacity to be transferred.

b) By the third (3<sup>rd</sup>) Business Day subsequent to the expiry of the deadline envisaged by Clause 3.2.2.1a)(iii), the Operating Company will inform the Transferring User and the Transferee of:

- (i) the acceptance of the transfer request for regasification capacity and will return to the applicants a copy of the transfer requests duly countersigned as a sign of acceptance and, if the Transferee has sent the duly signed Capacity Agreement together with the transfer request, the Operating Company will also send the Transferee a copy of the Capacity Agreement duly signed by the Operating Company by the second (2<sup>nd</sup>) Business Day following its receipt; or
- (ii) the rejection of the transfer request.

### **3.2.2.2 Effect of a transfer of regasification capacity**

a) Save as provided in Clause 3.2.2.2b), with effect from the date on which the Operating Company accepts the regasification capacity transfer request pursuant to Clause 3.2.2.1b):

- (i) the Transferring User will transfer to the Transferee, and the Transferee, which will assume for all intents and purposes the status of User, will take over all the rights and obligations arising from the Capacity Agreement, insofar as they refer to the capacity to be transferred. To ensure the clarity of the relationship between the Transferring User and the Transferee, such rights and obligations will be reflected in the new Capacity Agreement envisaged by Clause 3.2.2.1b)(i).;
- (ii) the Transferring User will retain all its rights and obligations in respect of the Operating Company under the Capacity Agreement, including the obligation to pay the Charges for the non-transferred regasification capacity;
- (iii) the commitments envisaged by Capacity Agreement signed by the Transferring User will be appropriately adjusted to the extent and for the duration required to consider the effects of the transfer;
- (iv) the Operating Company will add the Transferee to the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule (where applicable);

b) the transfer of regasification capacity will not result in the transfer of (and the Transferring User and the Operating Company will not exempt from) the obligations or liability arising from the Capacity Agreement before the Transferee enters into the Capacity Agreement.

### **3.2.3 Release of regasification capacity**

#### **3.2.3.1 Release of Continuous Capacity pursuant to article 8, paragraph 2 TIRG**

a) The Continuous Capacity User is entitled to release all or part of its Continuous Capacity on an annual and/or multi-annual basis.

b) In order to release Continuous Capacity, the User shall send the Operating Company a Statement of Release (Annex 2A1), thereby granting the Operating Company the right to offer such capacity as Secondary Capacity. Such Statement of Release shall reach the Operating Company at least ten (10) Business Days prior to the deadlines by which the Operating Company is required to publish the regasification capacity available for the annual and multi-annual envisaged by Clauses 2.1.5.2 and 2.1.5.3. It being understood that any released Continuous Capacity which is not allocated in the context of the relevant allocation processes will remain the responsibility of the User. The released Continuous Capacity may be allocated by the Operating Company in whole or in part.

c) In any case releases of Continuous Capacity will not be accepted if:

- i. the requests are received after the indicated deadlines and/or are incomplete and/or non-compliant;
- ii. the Continuous Capacity User that requests the release is not the holder of the capacity to be released.

d) In the event that the Continuous Capacity User has informed the Operating Company of the released Continuous Capacity and the latter has been allocated pursuant to allocation process envisaged by Clauses 2.1.5.2 and 2.1.5.3, all the User's rights relating to such released Continuous



Capacity will be deemed to have been waived and will cease to have effect. The User will cease to claim any right in relation to such released Continuous Capacity and the commitments envisaged by the User's Capacity Agreement will be appropriately adjusted to the extent and for the duration required to consider the effects of such allocation.

e) The Continuous Capacity User will continue to be subject to any obligation and liability arising from or associated with the released Continuous Capacity (including the obligation to pay the Charges) to the Operating Company unless such Continuous Capacity is subsequently allocated; in the case of allocation, the Continuous Capacity User that released the capacity will in any case be required to pay the difference, where positive, between the Charges that it would have paid if it had not released the capacity and the Charges that the User (or the Users) that were awarded the released capacity will pay (as a whole) to the Operating Company. If the difference is negative, the Operating Company will pay the User that released the capacity the higher proceeds arising from the release of the Continuous Capacity.

f) Each Continuous Capacity User that has released regasification capacity pursuant to Clause 3.2.3.1, and such capacity has not already been allocated to other Users, may recover the released Continuous Capacity by submitting a Statement of Withdrawal (Annex 2A3) to the Operating Company, which the Operating Company must receive by the fifth (5<sup>th</sup>) Business Day before the deadlines by which the Operating Company is required to publish the regasification capacity available for the annual or multi-annual allocation envisaged by Clauses 2.1.5.2 and 2.1.5.3.

### **3.2.3.2 Release of Delivery Slots and Monthly Slots**

a) The User may release one or more Delivery Slots and Monthly Slots or Complementary Slots starting from Month M until the end of the Gas Year.

b) In order to release one or more Delivery Slots or Monthly Slots or Complementary Slots, the User shall send the Operating Company a Statement of Release (Annex 2A2), thereby granting the Operating Company the right to offer such capacity as Secondary Capacity. Such Statement of Release shall reach the Operating Company by 12:00 on the second business day (2<sup>nd</sup>) prior to that of publication of the Delivery Slots or Complementary Slots that will be made available for the subsequent interim allocation envisaged by Clauses 2.1.8 and 2.1.9. If the Statement of Release is received by the Operating Company after such deadline, the relevant regasification capacity that is the subject of the Statement of Release will in any case be made available as Secondary Capacity in the following interim allocations. It being understood that any released Continuous Capacity which is not allocated in the context of the relevant allocation processes will remain the responsibility of the User.

c) Releases of Delivery Slots or Monthly Slots or Complementary Slots will not in any case be accepted if:

- i. the requests are received after the indicated deadlines and/or are incomplete and/or non-compliant;
- ii. the User that requests the release is not the holder of the capacity to be released.

d) If the User has informed the Operating Company of the Delivery Slots or Monthly Slots or Complementary Slots to be released, all rights and obligations associated with such Delivery Slots or Monthly Slots or Complementary Slots will only be transferred provided that they are subsequently allocated by the Operating Company to another User. The User may not claim any right in relation to the released and allocated Delivery Slots or Monthly Slots or Complementary Slots and the commitments envisaged by the User's Capacity Agreement will be appropriately adjusted to the extent and for the duration required to consider the effects of such allocation.

e) The User will continue to be subject to all the liability and obligations arising out of or in connection with the released Delivery Slot or Monthly Slot or Complementary Slot (including the obligation to pay the Charges) to the Operating Company unless such Delivery Slot or Monthly Slot or Complementary Slot is subsequently allocated; in the case of allocation, the User that has released the slot will in any case be required to pay the difference, where positive, between the Charges that it would have had to pay if it had not released the slot and the Charges that the User awarded the released capacity will pay to the Operating Company even if the allocated capacity is lower than that released. If the difference is negative, the Operating Company will pay the User that released the slot the higher proceeds arising from the release of the Continuous Capacity.



- f) Each User that has released regasification capacity pursuant to Clause 3.2.3.2, and such capacity has not already been allocated to other Users, may recover a released Delivery Slot or Monthly Slot or Complementary Slot:
- i) by submitting a Statement of Withdrawal (Annex 2A4) to the Operating Company, which the Operating Company must receive by the Business Day prior to the deadlines envisaged for the publishing of the Delivery Slots or the available Monthly Slots or Complementary Slots envisaged by Clauses 2.1.8.2 and 2.1.9.1; or
  - ii) through the Regasification Auction Platform in case the revocation is expressed by the User during the bids submission envisaged by Clause 2.1.9.2.
- g) In the event that all regasification capacity envisaged by its Capacity Agreement is released and subsequently allocated, the User will be discharged from any obligation arising from the Capacity Agreement in relation to the released regasification capacity.

### **3.2.4 Exchange of regasification capacity between Users**

#### **3.2.4.1 Right to exchange regasification capacity between Users**

The Users have the right to exchange the regasification capacity they hold under the respective Capacity Agreements, in accordance with the provisions contained in Clause 3.2.4.

#### **3.2.4.2 Regasification capacity exchange process**

- a) Before the beginning and/or during each Gas Year the Users will be entitled to exchange the regasification capacity which they hold. Exchange of regasification capacity means the exchange of a certain quantity of regasification capacity held by two Users in the Terminal including all the rights and obligations that are connected to such regasification capacity. The exchange of regasification capacity shall be requested, upon penalty of rejection, according to the procedures and timing specified below:
  - i) the interested Users shall send the Operating Company the form for requesting the regasification capacity exchange (Annex 3A), duly filled in and signed, stating:
    - the volume of LNG, expressed in cubic meters of LNG, and the relevant Maximum Number of Permitted Berthing Slots being exchanged;
    - the Delivery Slots or the Monthly Slots or Complementary Slots, in the event that exchange takes place after the process that determines the Annual Unloading and Loading Schedule. Exchange of Delivery Slots or of Monthly Slots or of Complementary Slots means the exchange between two Users of all the rights and obligations associated with the Delivery Slots or to the Monthly Slots or Complementary Slots to be exchanged (each Delivery Slot and each Monthly Slot to be deemed inclusive of the Berthing Slot, the relevant regasification capacity and the relevant right to use the User's Regasification Service which, insofar as applicable, have been determined in the Annual Unloading and Loading Schedule, together with all the rights, obligations and liability envisaged by Clause 3.2.4.3);
  - ii) in order for the exchange of regasification capacity to be accepted, the Users requesting the exchange must meet the Service Conditions under Clause 2.1.1 and must have provided the adequate financial guarantees envisaged by Chapter 3.1;
  - iii) the requests for the exchange of regasification capacity shall reach the Operating Company:
    - by thirty-first (31<sup>st</sup>) January for the transfer of Continuous Capacity starting on the 1st October of the subsequent Gas Year; and/or

- by the seventh (7<sup>th</sup>) Business Day prior to the start of the Month in which the Delivery Slot(s) or Monthly Slot(s), or Complementary Slot(s) to be exchanged, are scheduled.

The exchange request will be irrevocable and shall contain the declaration whereby the Users acknowledge that its effectiveness is subject to the express acceptance of the Operating Company, which will verify the adequacy of the documentation and of the data contained therein. It being understood that at the moment of the request neither a material violation nor a material default of the Capacity Agreement shall have been made by the Users or of the Small Scale Agreement by the Small Scale Users, including the non-payment of any amount payable under such Capacity Agreement or such Small Scale Agreement,. In any event, exchanges of regasification capacity will not be accepted, if the requests are received after the deadlines set out above and/or they are incomplete and/or they not-compliant and/or Users do not hold the capacity to be exchanged.

- b) By the third (3<sup>rd</sup>) Business Day subsequent to the expiry of the deadline envisaged by Clause 3.2.4.2a)iii), the Operating Company will inform the Users requesting the exchange of regasification capacity:
  - i) the acceptance of the exchange request and will return a copy of the request duly countersigned as a sign of acceptance; or
  - ii) the rejection of the exchange request.

#### **3.2.4.3 Effect of the exchange of regasification capacity between Users**

- a) Save as provided in Clause 3.2.4.3b), with effect from the date on which the Operating Company accepts the regasification capacity exchange request pursuant to Clause 3.2.4.2b):
  - i) the Users requesting the exchange of regasification capacity will take over all the rights and obligations arising from the relevant Capacity Agreement, insofar as they refer to the capacity to be exchanged;
  - ii) the Users interested in the exchange of regasification capacity will retain all their rights and obligations in respect of the Operating Company under the Capacity Agreement, including the obligation to pay the Charges for the non-exchanged regasification capacity;
  - iii) the Operating Company will update the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule (where applicable) with the outcome of the exchange of regasification capacity.
- b) The exchange of regasification capacity will not result in the transfer of (nor the Users will be exempted from) the obligations and the liability that arose from the Capacity Agreement in relation to the regasification capacity not to be exchanged.

### **3.2.5 Transfer di Small Scale Slots**

#### **3.2.5.1 Transfer process for Small Scale Slots**

- a) The transfer of Small Scale Slots means the transfer to a third party other than the Small Scale User that holds the relevant Small Scale Slot (**Transferee of Small Scale Slots**) of a certain Small Scale Slot held by a Small Scale User (**Transferor of Small Scale Slots**) and of all rights and obligations associated with such Small Scale Slot. The request for the transfer of Small Scale Slots shall be made, on penalty of its annulment, according to the procedures and timing specified below:
  - (i) The parties concerned, Transferor of Small Scale Slots and Transferee of Small Scale Slots, shall send the Operating Company the Small Scale Slots transfer request form which the Operating Company will make available on its website, duly completed and signed by

them, indicating the Small Scale Slots to be transferred. The transfer of Small Scale Slots means the transfer by the Transferor of Small Scale Slots to the Transferee of Small Scale Slots of all the rights and obligations associated with one or more Small Scale Slots to be transferred, together with all the rights, obligations and liability envisaged by Clause 3.2.5.2.

- (ii) For the purposes of the acceptance of the Small Scale Slots transfer request, the Transferee of Small Scale Slots shall meet the Services Conditions envisaged by Clause 2.1.13 and, in particular, shall have provided the adequate financial guarantees envisaged in Chapter 3.1 by and no later than 12:00 on the second (2<sup>nd</sup>) Business Day before the deadline envisaged by Clause 3.2.5.1(iii), which should be interpreted as a condition for the effectiveness of the transfer.
- (iii) The Small Scale Slot transfer request shall reach the Operating Company by the seventh (7<sup>th</sup>) Business Day before the date scheduled for the Small Scale Slot in accordance with the procedure which the Operating Company will make available on its website.

The transfer request will be irrevocable and shall contain the declaration on the basis of which the Transferor of Small Scale Slots and the Transferee of Small Scale Slots acknowledge that its effectiveness is subject to the express acceptance by the Operating Company, which will verify the adequacy of the documentation sent and the data contained therein. It being understood that, at the time of the transfer request, there shall not have been any material breach or material default by the Transferor of Small Scale Slots and possibly the Transferee of Small Scale Slots in the event that the latter is already a User or Small Scale User, pursuant to the Capacity Agreement or the Small Scale Agreement, including the non-payment or any amount owed under such Capacity Agreement or such Small Scale Agreement. In any case, transfers of Small Scale Slots will not be accepted if the requests arrive after the deadlines indicated and/or they are incomplete and/or non-compliant and/or the Transferor of Small Scale Slots does not hold the Small Scale Slots to be transferred.

- b) By the third (3<sup>rd</sup>) Business Day after the expiry of the deadline envisaged by Clause 3.2.5.1(iii), the Operating Company will inform the Transferor of Small Scale Slots and the Transferee of Small Scale Slots of:
  - (i) the acceptance of the Small Scale Slot transfer request by returning copies of the transfer requests, duly signed by way of acceptance, to the applicants; or
  - (ii) the non-acceptance of the transfer request.

### **3.2.5.2 Effect of a transfer of a Small Scale Slot**

- a) Subject to the provisions of Clause 3.2.5.2b), 3.2.2.2b) starting from the date on which the Operating Company accepts the regasification capacity transfer request pursuant to Clause 3.2.5.1b):
  - (i) the Transferor of Small Scale Slots will transfer to the Transferee of Small Scale Slots, and the Transferee of Small Scale Slots, which will for all intents and purposes be classified as a Small Scale User, will take over all the rights and obligations arising from the allocation of Small Scale Slots, including the relevant limits on the loading of LNG associated with the Small Scale Slot to be transferred;
  - (ii) the Transferor of Small Scale Slots will maintain all its rights and obligations in respect of the Operating Company arising from the allocation of Small Scale Slots, including the obligation to pay the Charges that have not been transferred;
  - (iii) the commitments of the Transferor of Small Scale Slots arising from the allocation of Small Scale Slots will be duly adjusted to the extent and for the duration required to take into consideration the effects of the transfer;

- (iv) the Operating Company will update, with the inclusion of the Transferee of Small Scale Slots, the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule (where they exist);
- b) the transfer di Small Scale Slots will not result in the transfer of (and the Transferor of Small Scale Slots and the Operating Company will not be exonerated from) the obligations or liability arising from the allocation of Small Scale Slots before the acceptance by Operating Company of the Transfer of Small Scale Slots pursuant to Clause 3.2.5.1b).

### **3.2.6 Exchange of Small Scale Slots**

#### **3.2.6.1 Right to exchange Small Scale Slots between Small Scale Users**

Small Scale Users have the right to exchange the ownership of their respective Small Scale Slots, even where they are scheduled in different Months, in accordance with the provisions of this Clause 3.2.6.

#### **3.2.6.2 Exchange process for Small Scale Slots**

- a) The exchange of Small Scale Slots means the exchange of certain Small Scale Slots held by two Small Scale Users and of all the rights and obligations associated with the slots. The request to exchange Small Scale Slots shall be made, on penalty of its refusal, according to the procedures and timing specified below:
  - (i) interested Small Scale Users shall send the Operating Company the exchange request form for Small Scale Slots which the Operating Company will make available on its website, duly completed and signed by them, indicating the Small Scale Slots to be exchanged;
  - (ii) for the purposes of the acceptance of the Small Scale Slots exchange request, the Small Scale Users concerned shall meet the Services Conditions envisaged by Clause 2.1.13 and, in particular, shall have provided the adequate financial guarantees envisaged in Chapter 3.1 by and no later than 12:00 on the second (2<sup>nd</sup>) Business Day before the deadline envisaged by Clause 3.2.6.2(iii), which should be interpreted as a condition for the effectiveness of the exchange;
  - (iii) the Small Scale Slot exchange request shall reach the Operating Company by the seventh (7<sup>th</sup>) Business Day before the date scheduled for the first of the Small Scale Slots to be exchanged in accordance with the procedure which the Operating Company will make available on its website.

The exchange request will be irrevocable and shall contain the declaration on the basis of which the Small Scale Users acknowledge that its effectiveness is subject to the express acceptance by the Operating Company, which will verify the adequacy of the documentation sent and the data contained therein. It being understood that, at the time of the exchange request, there shall not have been any material breach or material default by Small Scale Users, *inter alia* pursuant to the Capacity Agreement, as Users, or pursuant to the Small Scale Agreement, as Small Scale Users, including the non-payment or any amount owed under such Capacity Agreement or such Small Scale Agreement. In any case, exchanges of Small Scale Slots will not be accepted if the requests arrive after the deadlines indicated and/or they are incomplete and/or non-compliant and/or the Small Scale Users do not hold the Small Scale Slots to be exchanged.

- b) By the third (3<sup>rd</sup>) Business Day after the expiry of the deadline envisaged by Clause 3.2.6.2(iii), the Operating Company will inform the Small Scale Users concerned of:
  - (i) the acceptance of the Small Scale Slot exchange request by returning copies of the transfer requests, duly signed by way of acceptance, to the applicants; or
  - (ii) the non-acceptance of the exchange request.

#### **3.2.6.3 Effect of the exchange of Small Scale Slots between Small Scale Users**

- a) Subject to the provisions of Clause 3.2.6.3b), starting from the date on which the Operating Company accepts the Small Scale Slot exchange request pursuant to Clause 3.2.6.2b):
- (i) the Small Scale Users concerned will take over all the rights and obligations arising from the respective Small Scale Slots to be exchanged, including the relevant limits on the loading of LNG associated with the Small Scale Slots to be exchanged;
  - (ii) the Small Scale Users concerned will maintain all their rights and obligations in respect of the Operating Company arising from the respective Small Scale Slots to be exchanged, including the obligation to pay the Charges relating to the Small Scale Slots that have not been exchanged;
  - (iii) the Operating Company will update the Annual Unloading and Loading Schedule and the Ninety Day Unloading and Loading Schedule (where they exist) with the outcome of the exchange of the Small Scale Slots;
- b) the exchange di Small Scale Slots will not result in the transfer of (and the Small Scale Users will not be exonerated from) the obligations or liability arising from their respective Small Scale Slots that have not been exchanged.

### Chapter 3.3 SCHEDULING THE DELIVERY SLOTS

Various issues shall be taken into consideration when determining the Annual Unloading and Loading Schedule, including the operations of the Terminal and the relevant maintenance activities, as detailed in the Maintenance Schedule, so as to provide an Unloading sequence that is as regular and homogeneous as possible, and which conforms to the results of the auctions and the rules of the Regasification Auction Platform.

#### 3.3.1 Annual Unloading and Loading Schedule

a) The Operating Company will publish the Annual Unloading and Loading Schedule for the subsequent Scheduling Year, which will specify the available capacity, the allocated capacity and the released capacity and the Small Scale Slots. Based on the subsequent allocation processes, such schedule will be updated from time to time by the Operating Company and made available on its website. During the Gas Year the capacity and the Small Scale Slots for the subsequent quarter will be represented in the Ninety Day Unloading and Loading Schedule, which is an integral part of the Annual Unloading and Loading Schedule.

b) The Annual Unloading and Loading Schedule will be drawn up in such a way that:

- (i) each User delivers the Cargoes corresponding to its regasification capacity allocated as a result of the processes envisaged by Clauses 2.1.5, 2.1.8 and 2.1.9;
- (ii) the number of Cargoes for each User does not exceed the relevant Maximum Number of Permitted Berthing Slots;
- (iii) no Cargo conflicts with periods in which the Terminal's facilities are unavailable, as specified by the Maintenance Schedule in force at that time;
- (iv) any restrictions of the National Transmission System are taken into consideration;
- (v) the scheduled delivery volume of each Cargo is not greater than the capacity of the specific slot;
- (vi) the delivery of each Cargo is scheduled by the Users in such a way that, assuming that the User's Redelivery Nominations adhere to the Default Redelivery Profile (as defined in Clause 3.4.1.1), such profile does not exceed the Continuous Redelivery Service;
- (vii) and, where expressly requested by the Operating Company from Month to Month by the deadline envisaged for the determination of the Ninety Day Unloading and Loading Schedule for the Month subsequent to that in progress, that, at the start of each Scheduled Arrival Window, a quantity of LNG is available to the Terminal that does not exceed the following thresholds (**Maximum Permitted Inventory**):

Delivery Volume of Cargo	Maximum Permitted Inventory
For Cargoes with a delivery volume ≤ 135,000 m <sup>3</sup>	The Maximum Permitted Inventory is the sum of 150,000 m <sup>3</sup> less the delivery volume of the Cargo.
For Cargoes with a delivery volume > 135,000 m <sup>3</sup>	The Maximum Permitted Inventory is equal to 9,000 m <sup>3</sup>

- viii) the Small Scale Slots are scheduled for Days on which the Terminal is not engaged in Unloading operations for an LNG Carrier.

The Complementary Slots shall be scheduled at the discretion of the Operating Company so as not to interfere with the Regasification Service offered to Users other than Complementary Users.

For the sole purposes of calculating the Maximum Permitted Inventory, the first Cargo of the Month, which defines the first Scheduled Arrival Window, shall be scheduled as if it is a 135,000 m<sup>3</sup> Cargo or its real size if it is bigger;

#### 3.3.2 Ninety Day Unloading and Loading Schedule

##### 3.3.2.1 Notice of the preferences for the Ninety Day Unloading and Loading Schedule



a) By 12:00 on the ninth (9<sup>th</sup>) Business Day prior to the start of each Month M, the User shall inform the Operating Company of its scheduling preferences for the Delivery Slots (or Complementary Slots) allocated to such User, in relation to a period of three (3) months starting from the first (1<sup>st</sup>) Gas Day in Month M, specifying as follows:

- (i) the scheduling preferences for the date of the Scheduled Arrival Window of each of the Delivery Slots (or Complementary Slots) which the User intends to Unload at the Terminal in the next three (3) Months. It is understood that the scheduling preferences of Users other than Complementary Users will take priority over those expressed by Complementary Users;
- (ii) for each of the Delivery Slots (or Complementary Slots) envisaged by the previous point, the quantity (in MWh) and volume (in m<sup>3</sup><sub>liq</sub>) of LNG expected to be Unloaded, the volume (in m<sup>3</sup><sub>liq</sub>) of any LNG intended for the Small Scale Slots scheduled in the same Month M, which may not exceed the regasification capacity allocated to the Delivery Slot (or Complementary Slots) or be less than the minimum capacity of the LNG Carriers which the Terminal may receive envisaged by Clause 1.3.1. It being understood that if the LNG is intended for a Small Scale Slot held by a Small Scale User other than the User that gave the notice envisaged by this Clause, it will be incumbent upon such User or Small Scale User to also formalise the transfer of LNG in accordance with the provisions of Clause 3.6.6;
- (iii) the identification data (name and IMO number) of the LNG carrier which the User intends to use for each Delivery Slot (or Complementary Slots);
- (iv) the presumed port of loading of the LNG for each Delivery Slot (or Complementary Slot); and
- v) a list of the Transportation Service Users and the relevant allocation rules, to which all or part of the regasified quantities will be allocated using the form contained in Annex 5. It is understood that the validity of the rules of allocation is subject to the Operating Company's assessment that such rules apply; and
- (vi) for each Delivery Slot scheduled in Month M, the User may indicate the quota of the Cargo to be Unloaded for the purposes of determining the LNG debt and credit positions of the Users pursuant to Clause 3.3.7 and/or any advances by the Operating Company pursuant to Clause 3.4.1.12 which may not, in any circumstances, be less than 100,000 m<sup>3</sup> of LNG.

b) In the event that the User has not submitted any scheduling preferences by the deadline specified above, the latter will be deemed to have expressed a preference for the same Scheduled Arrival Windows already specified in the Annual Unloading and Loading Schedule and that the quantity expected to be Unloaded is equivalent to the capacity associated with the Delivery Slot (or Complementary Slot). Any preferences expressed by the User (or Complementary User) that wholly or partly conflict with the Annual Unloading and Loading Schedule and/or with the Ninety Day Unloading and Loading Schedule will not give rise to any right on the User's or Complementary User's part to the Operating Company's acceptance.

c) It being understood that the notice of the quantities expected to be Unloaded pursuant to Clause 3.3.2.1(a)(ii) will not modify the regasification capacity associated with the Delivery Slot (or Complementary Slot) and that, as a result, all the obligations associated with such capacity will remain unchanged even where the Operating Company has included the different quantities notified by the User pursuant to Clause 3.3.2.1(a)(ii) in the Annual Unloading and Loading Schedule or in the Ninety Day Unloading and Loading Schedule.

d) It is also understood that the quantities of LNG intended to the Small Scale Service will not be a part of the Confirmed Cargo, in particular for the purposes of Clauses 3.3.2.2f) and 3.3.6, and that they will not also be considered for the purposes of the application of the Charge Variance for Continuous Capacity Users pursuant to Clause 3.3.5.

If, due to operational requirements, a Redelivery Period provides for the scheduling of Delivery Slots (or Complementary Slots) beyond Month M, the deadline set forth in Clause 3.3.2.1a) shall be replaced by 12:00 noon on the ninth (9<sup>th</sup>) Business Day prior to the Arrival Window of the first Delivery Slot of such Redelivery Period.

### 3.3.2.2 Ninety Day Unloading and Loading Schedule

- a) By the eighth (8<sup>th</sup>) Business Day prior to the start of Month M, the Operating Company will inform each User of the relevant **Ninety Day Unloading and Loading Schedule** by publishing it on its Electronic Communications System, specifying the Scheduled Arrival Windows for the delivery of each of the User's Cargoes or of the Complementary Slots for the three subsequent Months M, M+1 and M+2 and the dates for the Small Scale Slots. Such schedule will indicate for each Delivery Slot or Complementary Slot the dates of the corresponding Scheduled Arrival Windows and the quantity of LNG expected to be Unloaded (expressed in m<sup>3</sup><sub>liq</sub> and in MWh) and, for the Small Scale Slots, the dates associated with them.
- b) When determining the **Ninety Day Unloading and Loading Schedule** the Operating Company will take into consideration, in the following order of priority: (i) that which has already been scheduled in the previous Ninety Day Unloading and Loading Schedule and the Annual Unloading and Loading Schedule, (ii) the scheduling preferences expressed by the Users pursuant to Clause 3.3.2.1a), (iii) the criteria envisaged by Clause 3.3.1b) and (iv) anything determined by Clause 3.3.2.2c) below.
- c) In the event that, although all the scheduling preferences notified by the Users other than the Complementary User pursuant to Clause 3.3.2.1 have been applied, two or more Users other than the Complementary User have expressed conflicting and/or irreconcilable scheduling preferences, in order to ensure the feasibility of the Unloading and the optimisation of the use of the Terminal's capacity, such assessment will therefore also include the Delivery Slots not yet allocated to the Users other than the Complementary User but which will be offered by the Operating Company in subsequent allocation processes, the Operating Company will determine the schedule for the Delivery Slots, in accordance with the provisions of Clause 3.3.1b) and give priority to the preferences of the User other than the Complementary User with the largest quantity of LNG, expressed in Delivery Slots allocated in the Gas Year envisaged for Unloading in the Gas Year or, if the Delivery Slots assigned in the Gas Year are equal, give priority to the User which first expressed its preference. Without prejudice to the priority of the preferences expressed by Users other than Complementary Users over the latter, if two or more Complementary Users expressed conflicting and/or irreconcilable scheduling preferences, the Operating Company shall assign priority to the Complementary User who first expressed its preference.
- d) The Operating Company will inform each User other than the Complementary User, by the deadline envisaged by Clause 3.3.2.2a), by publishing them on its Electronic Communications System, of its status as a Debtor User or Creditor User and the amount of the guarantee envisaged by Clause 3.1.7. Exclusively for Month M, each Debtor User's financial guarantees covering the system as envisaged by Chapter 5 of the Network Code for the purposes of registering the transactions envisaged by Clause 3.1.7 shall be adequately funded.
- e) By the seventh (7<sup>th</sup>) Business Day in prior to the start of Month M following the positive or negative result of the provisions of Clause 3.3.2.2d), the Operating Company will inform each User of the Ninety Day Unloading and Loading Schedule and in the event that the financial guarantees envisaged by Clause 3.3.2.2d) are not sufficient, the User's Ninety Day Unloading and Loading Schedule will be deemed to contain no deliveries until it has provided such guarantees. The User shall provide such guarantees by and not later than 12:00 on the second Business Day prior to the start of the Redelivery Period.
- f) Once the Ninety Day Unloading and Loading Schedule has been finalised pursuant to the Clause 3.3.2.2a) and Clause 3.3.2.2e), each Cargo scheduled in Month M of such Ninety Day Unloading and Loading Schedule will be considered to be a **Confirmed Cargo** and, for such Month, the Operating Company will inform the Users other than the Complementary User of the quota of the relevant Confirmed Cargo to be used to determine the LNG debt and credit positions of the Users pursuant to Clause 3.3.7 (**Credit Cargo**) and the remaining quota of the Confirmed Cargo of which each User may avail itself for the purposes of the Redelivery without the restrictions envisaged by Clause 3.3.7 and prior to the Unloading of the subsequent Cargo (**Peak Cargo**). The first quantities of the Cargo that will be Unloaded by each User will be considered Credit Cargo and the User will only Unload the Peak Cargo once the Credit Cargo has been fully Unloaded. It is understood that if the User has not notified the Operating Company of the Confirmed Cargo, or the Credit Cargo, the Confirmed Cargo and the Credit Cargo shall be deemed to correspond to the allocated regasification capacity. In the case of Delivery Slots allocated pursuant to the allocation procedure envisaged by Clauses 2.1.9.1 and 2.1.9.2, the Confirmed Cargo will always be equal to the quantity of regasification capacity allocated at the time of the award and the Credit Cargo will be equivalent to the Confirmed Cargo. It being understood that

the redelivery of the Peak Cargo will be conditional upon the redelivery of the Confirmed Cargoes of all the Users.

g) In the event that one or more Delivery Slots or Complementary Slots are allocated in the context of spot capacity allocation processes or FCFS, the relevant Ninety Day Unloading and Loading Schedule will be updated pursuant to the provisions of Clauses 2.1.9.1 and 2.1.9.2.

h) The Ninety Day Unloading and Loading Schedule, thus updated, will result in the modification of the Annual Unloading and Loading Schedule.

i) Subsequent to the Operating Company's communication envisaged in point (f) above, each User shall inform the Operating Company of the update of the quantities expressed in MWh and in m<sup>3</sup><sub>liq</sub> envisaged to be Unloaded by the sixth (6<sup>th</sup>) Day prior to the Arrival Window of the Delivery Slot.

j) If, due to operational requirements, a Delivery Period provides for the scheduling of Delivery Slots or Complementary Slots beyond Month M, the deadline referred to in Clauses 3.3.2.2a) and 3.3.2.2e) shall be replaced by the eighth (8<sup>th</sup>) and seventh (7<sup>th</sup>) Working Day prior to the Arrival Window of the first Delivery Slot of such Delivery Period.

### **3.3.2.3 Notice of the quantities of LNG intended for the Small Scale Service**

By 12:00 on the ninth (9<sup>th</sup>) Business Day before the start of each Month M in which the Small Scale Slot is scheduled, the Small Scale User shall in any case inform the Operating Company of the Quantity of LNG which it owns and which it intends to use for the Small Scale Slot which it holds. In the event that it fails to give such notice by the aforementioned deadline, the Operating Company will load on the Small Scale Carrier all the quantities of LNG owned by the Small Scale User up to the maximum capacity of the relevant Small Scale Slot.

In the event that following the loading of quantities of LNG on the Small Scale Carrier, there are additional quantities of LNG owned by the Small Scale User, the Operating Company will:

- a) regasify such additional quantities of LNG in accordance with Clause 3.3.2.4, if the Small Scale concerned User does not hold additional Small Scale Slots scheduled for Month M or cannot access sufficient capacity for the Extended Storage Service to accommodate the quantities of LNG which it owns; or
- b) load such additional quantities of LNG on to the Small Scale Carrier envisaged for the subsequent Small Scale Slot scheduled in Month M and of which the Small Scale User concerned is the holder.

Following the notice of the quantities of LNG that will be loaded given by the Small Scale User in accordance with this Clause, the Small Scale User will be entitled to receive such quantities from the Operating Company, with a precision not exceeding 5% of its loading capacity.

### **3.3.2.4 Failure to load the quantities of LNG intended for the Small Scale Service**

Subject to the provisions of Clause 5.3.2.1(h), in the event that the Small Scale User fails to load the quantities of LNG through the Small Scale Service, the Operating Company will regasify the LNG intended to be delivered to the Small Scale User concerned and will redeliver the Gas to the User which is the owner of the LNG not delivered at the Redelivery Point, with a redelivery profile that the Operating Company will, at its sole discretion, deem adequate and such as to cause the least harm possible to the other Users, Such additional quantities of LNG will not be considered for the purposes of the application of the Charges envisaged by Clauses 3.3.5 and 3.3.6 to the User concerned.

### **3.3.3 User's Changes to Ninety Day Unloading and Loading Schedule**

a) Any User which has one or more Delivery Slots or Complementary Slots scheduled in Month M with non-null volumes may request, following the determination of the Ninety Day Unloading and Loading Schedule pursuant to Clause 3.3.2.2, the following changes:

- (i) the Scheduled Arrival Window of a certain Delivery Slot or Complementary Slot;

- (ii) the delivery volume of a Cargo. It is understood that the Percentage Share will be calculated taking into consideration the volumes of Credit Cargo scheduled in the Ninety Day Unloading and Loading Schedule envisaged by Clause 3.3.2.2;
- (iii) the LNG carrier to be used for delivery.
- (iv) list of the names of the Transportation Service Users and the relevant allocation rules pursuant to Clause 3.3.2.1a) using the form contained in Annex 5. It being understood that the validity of the allocation rules is subject to the Operating Company's determination that such rules are applicable.

The Operating Company will assess the requests for changes to the Ninety Day Unloading and Loading Schedule on a first-come, first-served basis and taking into consideration the provisions of Clause 3.3.1b). In the event that the change to the Ninety Day Unloading and Loading Schedule results in a variation of its status as Debtor User or Creditor User (including as a consequence of the change of the Default Redelivery Profiles) and the consequent redetermination of the amount of the guarantee envisaged by Clause 3.1.7, in order to ensure acceptance of such request for changes each Debtor User shall the adequacy of the financial guarantees covering the system envisaged by Chapter 5 of the Network Code for the registration of the transactions envisaged by Clause 3.1.7. It being understood that if a User's request for a change to the Ninety Day Unloading and Loading Schedule results in a variation of the status of Debtor User or Creditor User of the other Users or a variation of the Default Redelivery Profile of other Users, such request may only be accepted by the Operating Company if no User has promptly informed the Operating Company that it does not accept the aforementioned variations and without prejudice to the Operating Company's right not to accept such request in any case for reasons relating to the operation of the Terminal which will be assessed at the Operating Company's sole discretion. The express failure by the Operating Company to grant a request made pursuant to Clause 3.3.3a) shall constitute rejection of such request.

b) Following the acceptance of the requested changes, the Operating Company will change the Ninety Day Unloading and Loading Schedule and publish the updated Annual Unloading and Loading Schedule.

### **3.3.4 Operating Company Changes to Annual Unloading and Loading Schedule and Ninety Day Unloading and Loading Schedule**

In the case of a request by one of the Competent Authorities or in the case of unscheduled restrictions on the Terminal's operations, including as a result of restrictions on the National Pipeline Network, the Operating Company may unilaterally change and republish at any time an Annual Unloading and Loading Schedule the Ninety Day Unloading and Loading Schedule and/or the Maintenance Schedule, thereby undertaking to minimise the effects on the previous scheduling and on the Users and Small Scale Users affected by such change.

### **3.3.5 Charge variance for Continuous Capacity Users**

In the event that, in the context of the individual Delivery Slots allocated to it, a continuous Capacity User has unloaded volumes of LNG that are lower than the volumes of LNG scheduled for such Delivery Slots in Month M-1 (plus the quantities of LNG intended for the Small Scale Service), the sum of such volumes in the context of a single Gas Year (**Annual Variance Value**) will be used to determine the possible variance charge envisaged by article 15, paragraph 1, TIRG.

In the event that the Annual Variance Value is more than 10% of all the volumes of LNG scheduled in Month M-1 for each Delivery Slot of the Gas Year, the User will be required to pay the sum of 4.5 Euro/m<sup>3</sup><sub>liq</sub> on such difference.

It being understood that the aforementioned charge variance will not apply if the User does not execute the Unloading as scheduled in Month M-1 in the context of the Ninety Day Unloading and Loading Schedule due to a force majeure event of the counterparties of the import contracts as defined in Clause 2.1.6(a)(a).

### **3.3.6 Charge variance for Users other than Continuous Capacity Users**

Where the volume of LNG actually Unloaded in a Delivery Slot or in a Complementary Slot is different from the volume of LNG scheduled for the Delivery Slot or Complementary Slot (plus the quantities of LNG intended for the Small Scale Service):

- (a) if the volume of LNG actually Unloaded by the User is lower than the Confirmed Cargo and the deviation exceeds 10%, the User shall pay an additional charge of 4.5 Euro/m<sup>3</sup>liq multiplied by the difference between the deviation and 10% of the volume of LNG corresponding to the volume of LNG scheduled for the Delivery Slot, subject to the payment of the Charges;

It being understood that the variance charges envisaged by this Clause will not apply in the event that the does not execute the Unloading due to a force majeure event of the counterparties to the import contracts as defined in Clause 2.1.6(a), subject to payment of the Charges.

### 3.3.7 Rules for Allocating volumes of LNG scheduled for Unloading

- a) The Operating Company will allocate on the account of each User, on a provisional basis, the quantities of energy (in MWh) expected to be Unloaded in each Delivery Slot envisaged by the Ninety Day Unloading and Loading Schedule (Month M, Month M+1, and Month M+2), according to the following formula:

$$QLNG_{xy} = QLNG_y \cdot QP_{xm}$$

where:

QP<sub>xm</sub> = Percentage Share of User x applicable to each Unloading scheduled in a Month m

QLNG<sub>y</sub> = quantity of LNG of Credit Cargo or the Cargo scheduled for Unloading y, expressed in MWh net of Consumption and Losses

QLNG<sub>xy</sub> = quantity of LNG of Credit Cargo or the Cargo scheduled for Unloading y provisionally allocated to User x, expressed in MWh

- b) The Operating Company shall allocate the Credit Cargo on behalf of each User, based on the provisional allocation envisaged by Clause 3.3.7a). If the quantity of LNG actually Unloaded differs from the Confirmed Cargo (in MWh), the differences (whether positive or negative) will be entirely ascribed to the User that delivered the Cargo in question.

- c) If a User Unloads at the Terminal a quantity of LNG (in MWh) lower than the aggregated rights of the other Users with Percentage Shares of the Confirmed Cargo in question, including in this case the failure to Unload a Confirmed Cargo, such User shall not be allocated the quantities of LNG of Cargo in question. The Operating Company will allocate the quantities of LNG actually Unloaded based on the Percentage Shares of the other Users and the missing quantity will be considered in the allocations of the subsequent Confirmed Cargoes where possible or, failing that, the provisions of Clause 3.1.7f) will apply.

- d) The Percentage Share of each User will not be changed, including in cases of non-delivery or of a delivery that is higher or lower than that scheduled for the Confirmed Cargoes of the same User.

- e) In the event that a User's Confirmed Cargo, scheduled to be Unloaded in Month M, has suffered a delay and, due to such delay, the User has been forced to Unload in the subsequent Month (M+1), for tax purposes in Month M, such User will be considered a Debtor User, and any other User with a Percentage Share in the Cargo in question delivered in Month M+1 will be considered a Creditor User. It being understood that the allocations of Cargoes envisaged by Clause 3.3.7 will be made in proportion to the Percentage Share as if such Cargo had been delivered in Month M.

### 3.3.8 Calculating the Percentage Share

- a) The Operating Company will make available on the Electronic Communications System the Percentage Share of each User for the Credit Cargoes or Cargoes scheduled for Unloading in Month M, Month M+1 and Month M+2 of the Ninety Day Unloading and Loading Schedule according to the following formula:

$$QP_{xm} = \frac{CDV_{xm}}{CDV_{am}} \times 100$$

where:



QPxm = Percentage Share of User x for Cargoes scheduled for Unloading in Month *m* (Month M, Month M+1 or Month M+2). Such percentage is the **Percentage Share** of the User for each Gas Day of the relevant Redelivery Period.

CDVxm = Total, confirmed or scheduled, as the case may be, quantity of LNG of User x, scheduled to be Unloaded in Month *m* expressed in MWh net of Consumption and Losses;

CDVam = Total, confirmed or scheduled, as the case may be, quantities of LNG of all the Users scheduled to be Unloaded in Month *m* expressed in MWh net of Consumption and Losses.

The Percentage Share will be updated following the publication and/or modification of the Annual Unloading and Loading Schedule or the Ninety Day Unloading and Loading Schedule. It is agreed that for Month M the Percentage Share shall be calculated for the regasification capacity allocated within the terms set out in Clause 3.3.2.1a) and that the volumes subject to the Peak Shaving Service will not be included in the calculation of the Percentage Share except in the cases envisaged by Clause 3.3.7b).

b) In the event that the Operating Company, following instructions from the Ministry of Economic Development, is required to deliver to SRG, at the Redelivery Point, the quantities subject to the Peak Shaving Service, the Percentage Share will be recalculated starting from the date of injection of the quantities required for the Peak Shaving Service and i) until such quantities are exhausted or ii) until the Ministry of Economic Development announces that the gas emergency has ceased, taking into consideration any quantities already allocated to the Users, according to the following formulas:

$$QPxm = \frac{CDVxm - VAxm}{CDVam + VPS - \sum VAxm} \times 100$$

$$QPFm = \frac{VPS}{CDVam + VPS - \sum VAxm} \times 100$$

where:

QPxm = Percentage Share of User x in Month *m*;

CDVxm = quantity of LNG confirmed/scheduled by User x in Month *m* expressed in MWh net of Consumption and Losses;

VAxm = quantity allocated to User x in Month *m* until the date on which the Peak Shaving quantities are injected into the National Transmission System following instructions from the Ministry of Economic Development and expressed in MWh;

CDVam = quantity of LNG confirmed/scheduled by all Users in Month *m* expressed in MWh net of Consumption and Losses;

VPS = quantities subject to the Peak Shaving procedure expressed in MWh;

QPFm = Percentage Share of the Peak Shaving Service Provider in Month *m*;

In the absence of any notice by the Ministry of Economic Development regarding the activation of the gas emergency or the end thereof, the value of QPFm is set at zero.

c) In the event that the Operating Company allocates regasification capacity pursuant to Clause 2.1.9.2 for Month *m* and beyond the deadlines referred to in Clause 3.3.2.1a), following the updating of the Ninety Day Unloading and Loading Schedule and the Annual Unloading and Loading Schedule, the Percentage Shares of all the Users awarded regasification capacity within the terms referred to in Clause 3.3.2.1a) shall not be recalculated. For any User that has been awarded regasification capacity in accordance with Clause 2.1.9.2 and after the deadlines referred to in Clause 3.3.2.1a) no Percentage Share shall be calculated in relation to the Discharge Slot to which the User has been awarded. Such User shall be required to register a sale transaction to the PSV in favour of the other Users for a quantity equal to the regasification capacity associated with its Delivery Slot, as provided for in Clause 3.1.7j).



Where the Operating Company allocates regasification capacity to a Complementary User, the latter shall not be considered as a Creditor User or Debtor User and therefore no Percentage Share shall be calculated in relation to the Complementary Slots allocated to the Complementary User.

## Chapter 3.4 - SCHEDULING OF REGASIFICATION

### 3.4.1 Gas Redelivery

Following the redetermination of the Annual Unloading and Loading Schedule pursuant to Clause 3.3.1 and/or any subsequent updating of the latter pursuant to Clauses 3.3.2.2 and 3.3.3 the Operating Company will provide, through the Electronic Communications System, the Default Redelivery Profile calculated according to the principles envisaged by Clause 3.4.1.1. Such redelivery profile is designed to guarantee i) compliance with all the contractual restrictions imposed on the User and ii) as regular a redelivery flow as possible in compliance with article 11, paragraph 4 of TIRG.

#### 3.4.1.1 Default Redelivery Profile Calculation at the start of the Month

For each User the Operating Company will make available on the Electronic Communications System the relevant redelivery profile of the Gas on each Gas Day of the Redelivery Period for the current Month and the two (2) subsequent Months, taking into consideration the following factors (**Default Redelivery Profile**):

- (i) scheduling and rescheduling the Scheduled Arrival Windows of the Delivery Slots;
- (ii) availability of the Continuous Redelivery Services of the User envisaged by Clause 3.4.1.7;
- (iii) User's Inventory;
- (iv) Consumption and Losses that may be allocated to the User;
- (v) User's Minimum Redelivery Obligations;
- (vi) any unplanned Maintenance and/or Reduction Schedule for the Service;
- (vii) operation restrictions envisaged by Clause 3.3.1b);
- (viii) transport capacity reductions of the National Transmission System.
- (ix) Any other factor that, in the discretionary opinion of the Operating Company, is of objective relevance for the determination of the redelivery profile.

For each Complementary User, the Operating Company shall make available a Default Redelivery Profile from the Gas Day on which the Complementary Slot is scheduled to be discharged until the Gas Day preceding the scheduled Arrival Window for the next Delivery Slot. The Complementary User is aware and accepts that this redelivery profile may be modified as a result of the Redelivery Nominations and Redelivery Renominations of Users other than Complementary User and that its right to modify the default redelivery profile communicated by the Operating Company may only be exercised subject to and conditional upon the Redelivery Nominations and Redelivery Renominations rights of the Users other than Complementary User during the same period. In the event that the Complementary User has exercised the right to change the default redelivery profile, he shall be required to pay the Nomination and Renomination Flexibility Service Charges.

For each User that is awarded regasification capacity in accordance with Clause 2.1.9.2 and beyond the terms set out in Clause 3.3.2.1a), the Operating Company shall make available a default redelivery profile. Such profile shall be between the Arrival Window of the immediately preceding Delivery Slot and the Arrival Window of the immediately following Delivery Slot. The User is aware and accepts that such redelivery profile may be modified as a result of the Redelivery Nominations and Redelivery Renominations of all Users that have already been awarded regasification capacity, even beyond the terms set out in Clause 3.3.2.1a), and that its right to change the default redelivery profile communicated by the Operating Company may only be exercised subject to and conditional upon the Redelivery Nomination and Redelivery Renomination rights due to such Users during the same period. In the event that the User has exercised its right to change the default redelivery profile, it shall be required to pay the Flexible Redelivery Nomination and Renomination Service Fee.

#### 3.4.1.2 Calculating the Default Redelivery Profile during the Month

At every variation of the factors envisaged by Clause 3.4.1.1 and taking into consideration, *inter alia*, the User's Nominations and/or Renominations and any transfers of ownership of the LNG in accordance with the provisions of Clause 3.6.1.1, the Operating Company will recalculate on a daily basis the Default

Redelivery Profile of each User taking into account exclusively the Continuous Redelivery Services and will make it available on the Electronic Communications System.

### **3.4.1.3 Redelivery Nominations**

#### **First Session**

a. By no later than 11:00 hrs on each Gas Day, the User may nominate, through the Electronic Communications System, a quantity of Gas for redelivery for the next or more Gas Days and possibly until the end of the relevant Redelivery Period by submitting a Redelivery Nomination. In the event that a User fails to submit a timely Redelivery Nomination by the aforementioned deadline, then the User shall be deemed to have submitted a Redelivery Nomination corresponding to the daily quantity envisaged by the Default Redelivery Profile. In case Redelivery Renomination is not compliant with the Clause 3.4.1.4, Clause 3.4.1.8 shall apply.

b. The User may, at any time before the deadline envisaged by Clause 3.4.1.3a, revise any Redelivery Nomination.

#### **Second Session**

c. Starting from 17:00 hrs till 18:30 hrs of each Gas Day, the User may amend the nomination previously entered on the Electronic Communications System pursuant to the provisions of Clause 3.4.1.3a, nominating a quantity of Gas for the redelivery for the next Gas Day by submitting a Redelivery Nomination compliant with Clause 3.4.1.4. In the event that a User fails to submit a Redelivery Nomination by the above deadline, the Redelivery Nomination previous made will be deemed to be valid. In the event that the Redelivery Nomination does not comply with the provisions of Clause 3.4.1.4, the provisions of Clause 3.4.1.8 will apply.

d. The User may, at any time prior to the deadline envisaged by Clause 3.4.1.3c, amend the Redelivery Nomination.

e. A nomination made pursuant to Clause 3.4.1.3a and/or 3.4.1.3c will be deemed to be **Redelivery Nomination**.

f. In the event that a Redelivery Nomination is refused by SRG, the Operating Company will promptly inform the User which will send an alternative Redelivery Nomination.

g. At the Operating Company's discretion, the quantity which is the subject of the Redelivery Nomination may be delivered at the Entry Point or at the Virtual Exchange Point.

### **3.4.1.4 Nomination Conditions**

The User may, on any Gas Day, nominate a quantity of Gas for redelivery which meets all the following requirements:

a) the nominated quantity shall be less than or equal to the User's Inventory (expressed in MWh) for such Gas Day

b) the nominated quantity shall be sufficient to release its Percentage Share of the available space in the Terminal's tanks at the arrival of the subsequent LNG Carrier, as envisaged by Clause 3.3.1;

c) the nominated quantity shall not exceed the maximum redelivery capacity of the Gas, taking into consideration the User's Continuous Redelivery Service, any Interruptible Redelivery Service, in addition to the published Maintenance Schedule and/or other operational requirements (e.g. any Unplanned Service Reductions, correction of the Wobbe index and/or circumstances associated with the delivery of the Off-Spec LNG) that are made available to the User through the Electronic Communications System or that the Operating Company notifies to the User;

d) the nominated quantity shall not be lower than the capacity equivalent to the Minimum Redelivery Obligation, or than the capacity determined by the Operating Company based on other operational requirements (e.g. correction of the Wobbe index and circumstances associated with the delivery of the Off-Spec LNG) that are available to the User.

The User that has exercised its right to nominate quantities of Gas pursuant to this Clause 3.4.1.4 will be required to pay the Charge for the Nomination Flexibility Service.

### **3.4.1.5 Redelivery Renominations**

- a) Starting from 14:00 and by and no later than 15:00 of each Gas Day, the User may renominate, through the Electronic Communications System, a quantity of Gas for Redelivery at the Redelivery Point or at the Virtual Exchange Point for the current Gas Day, by submitting a Redelivery Nomination. In the event that a User fails to submit a Redelivery Nomination by the aforementioned deadline the Redelivery Nomination previously made for the Gas Day in question will be deemed valid. In the event that the Redelivery Nomination does not comply with the provisions of Clause 3.4.1.6, the provisions of Clause 3.4.1.8 will apply.
- b) The User may, starting from 14:00 and until the deadline envisaged by Clause 3.4.1.5a), amend the Redelivery Nomination, on the assumption that in the first twelve hours of the current Gas Day the Operating Company has redelivered to the User 50% of the volumes of Gas envisaged by its previous Redelivery Nomination.
- c) A renomination made pursuant to Clause 3.4.1.5a) will be deemed to be a **Redelivery Nomination**.
- d) In the event that a Redelivery Nomination is refused by SRG, the Operating Company shall inform the User, which will send a Redelivery Nomination.
- e) It being understood that the Operating Company may, for technical and operational reasons, amend, suspend and/or cancel the availability of the Redelivery Nomination, envisaged by Clause 3.4.1.6, for a certain Gas Day, informing the Users thereof through the Electronic Communications System by 14:00 on the Gas Day affected by such event;
- f) At the Operating Company's discretion, the quantity which is the subject of the Redelivery Nomination may be delivered at the Entry Point or at the Virtual Exchange Point.

The User that has exercised its right to nominate quantities of Gas pursuant to this Clause 3.4.1.5 will be required to pay the Charge for the Renomination Flexibility Service.

#### 3.4.1.6 Renomination Conditions

Provided that the Users have collectively nominated a quantity of Gas of not less than **46,300 MWh**, for a certain Gas Day, each User may, on each Gas Day, renominate, exclusively in relation to the Continuous Redelivery Services envisaged by Clause 3.4.1.7, solely the quantity of Gas which meets the following requirements:

- a) that envisaged by Clause 3.4.1.4 for the nomination processes;
- b) a daily minimum quantity calculated as follows (**Minimum Renomination**):

$$\text{Minimum Renomination}_x = QPx \cdot (\sum \text{nomina Utentex} + 46.300) \cdot \frac{12}{24}$$

where  $\sum \text{nomina Utentex}$  refers to the sum of the quantities requested for redelivery by the Users on a certain Gas Day.

It being understood that the Minimum Renomination will be permitted if the User has nominated, for certain Gas Day, a quantity of Gas not less than its Minimum Redelivery Obligation; or

- c) a daily maximum quantity calculated as follows (**Maximum Renomination**):

$$\text{Maximum Renomination}_x = QPx \cdot (\sum \text{nomina Utentex} + 144.300) \cdot \frac{12}{24}$$

where  $\sum \text{nomina Utentex}$  refers to the sum of the Continuous Redelivery Services requested by the Users on a certain Gas Day.

It being understood that the Maximum Renomination will be permitted if the User has nominated, for a certain Gas Day, a quantity of Gas that does not exceed its Continuous Redelivery Service.

#### 3.4.1.7 Continuous Redelivery Services and Obligations of Minimum Redelivery

- a) The maximum quantity of Gas (expressed in MWh/Gas Day) which each User is entitled to nominate on a continuous basis will be equal to the Percentage Share owing to such User on that Gas Day of 144,300 MWh (**Continuous Redelivery Service**).
- b) With exclusive reference to the Gas Day(s) on the Unloading takes place, in departure from the provisions of Clauses 3.4.1.3, 3.4.1.4, 3.4.1.5 and 3.4.1.6, the Operating Company will provide the User, through the Electronic Communications System, with the quantity of Gas expected to be Redelivered

starting from 06:00 on the Gas Day on which the LNG Carrier is expected to be All Fast and until 05:59 on the Gas Day on which the disconnection of the loading arms is envisaged. Such quantities of Gas expected to be Redelivered will be initially estimated by the Operating Company in the determination of the Annual Unloading and Loading Schedule and in each subsequent updating thereof pursuant to Clause 3.3.2.2, assuming, for a specific LNG Carrier, an ETA of 06:00 of the Scheduled Arrival Window associated with the Delivery Slot in question, unless otherwise notified by the User. It being understood that following the Operating Company's receipt of subsequent updates of the ETA pursuant to Clause 3.7.1.1, of the information contained in the Cargo Information Notice, of the actual start of the Unloading and specific operational needs that emerged during the Unloading operations, the quantity expected to be Redelivered will as a consequence be updated and made available to the User through the Electronic Communications System. For the purposes of the Nomination, the User will be deemed to have in any case nominated a quantity of Gas equal to the quantities made available on the Electronic Communications System.

c) Subject to the provisions of Clause 3.4.1.7b), the User shall at least nominate and/or renominate, or will be deemed to have nominated and/or renominated, a quantity of Gas at least Percentage Share of 4,450 MWh for each Gas Day, subject to specific operational requirements related to the maintenance of the safety conditions of the Terminal that will be promptly notified by the Operating Company and for which a Users' Redelivery Nomination and/or Renomination in proportion to their Percentage Share is required (**Minimum Redelivery Obligation**).

d. Notwithstanding Clause 3.4.1.7c) I, the User shall be excused from its Minimum Redelivery Obligation to the extent that other Users have nominated/renominated an aggregate quantity of Gas that exceeds such other User's Minimum Redelivery Obligation.

#### **3.4.1.8 Operating Company's Right to modify or reject Redelivery Nominations**

a) The Operating Company will assess whether or not the Redelivery Nomination and/or Renomination submitted by the User is acceptable and will:

- (i) approve the Redelivery Nomination and/or Renomination in accordance with the requirements envisaged by Clauses 3.4.1.4, 3.4.1.6, 3.4.1.7a) and 3.4.1.7c); or
- (ii) refuse or amend, as specified in Clause 3.4.1.8, any Redelivery Nomination and/or Renomination that does not comply with such requirements.

b) Subject to the User's responsibility to make the nominations in accordance with the requirements envisaged by Clauses 3.4.1.4, 3.4.1.6, 3.4.1.7a) and 3.4.1.7c), the Operating Company agrees to inform the User through the Electronic Communications System of any rejection of a Redelivery Nomination and/or Renomination pursuant to Clause 3.4.1.8(a)(ii), by 12:00 for the Redelivery Nomination relating to the first session and by 19:00 for the Redelivery Nomination relating to the second session or by 15:30 for the Redelivery Renomination.

c) In the event that its Redelivery Nomination and/or Renomination is rejected, the Operating Company will maintain the validity of the last Nomination or Renomination previously accepted or the Default Redelivery Profile of the User that has not validly exercised its right of Redelivery Nomination and/or Renomination.

d) Where available, the Operating Company will assign the Interruptible Redelivery Service to the User that has submitted the relevant request pursuant to Clauses 3.4.1.3 and 3.4.1.5. In the event that other Users also submit the same request, and there is not sufficient availability of such services, the Operating Company will allocate such service among the Users in proportion to their Percentage Share on Gas Day in question.

e) In the event that the User has delivered Off-Spec LNG, or following such delivery, the LNG present at the Terminal is found to be Off-Spec LNG and this results in a variation of the Terminal's redelivery capacity, the same User will be subject to a reduction of its Continuous Redelivery Service or to an increase of its Minimum Redelivery Obligation to the extent required to address such variation. In the event that on a certain Gas Day and following the delivery of Off-Spec LNG, the Terminal's redelivery capacity is lower than the sum of the quantities nominated or renominated by the other Users on the Gas Day in question, the User that has delivered Off-Spec LNG agrees to deliver to the Virtual Exchange Point to the other Users on the same Gas Day the quantities that the Operating Company has been unable to redeliver in compliance with the Redelivery Nomination and/or Renomination. The Operating Company will inform the interested Users of (i) the quantities of delivered Off-Spec LNG, (ii) the name of the User that made the delivery of the Off-Spec LNG, (iii) the names of the Users to which the

quantities shall be redelivered and (iv) the corresponding quantities to be redelivered to the Virtual Exchange Point. The Operating Company will not be liable in the event that the User that delivered the Off-Spec LNG fails to fulfil its obligations to the other Users.

f) In the event that all the LNG stored in the terminal's tanks becomes Off-Spec LNG due to the ageing of the LNG itself and this results in a variation of the Terminal's redelivery capacity, all the Users will be subject to a reduction of the Continuous Redelivery Service or an increase of their Minimum Redelivery Obligation required to address such conditions, in proportion to their Percentage Shares.

g) In the event that all the Nominations and/or Redelivery Renominations submitted by all the Users are lower than that envisaged by Clause 3.4.1.7c), the Operating Company will increase the quantities of Gas expected to be redelivered to each User up to its Minimum Redelivery Obligation. The Operating Company will not be liable in relation to the incremental quantities of Gas expected to be redelivered pursuant to Clause 3.4.1.8g).

h) In the event that all the Redelivery Nominations submitted by all the Users are different from those envisaged by Clause 3.4.1.7b), the Operating Company will modify the quantities of Gas expected to be redelivered to each User by a value equal to that envisaged by Clause 3.4.1.7b). The Operating Company will not be liable in relation to any quantities of Gas thus amended and expected to be redelivered pursuant to Clause 3.4.1.8h).

i) In order to permit the Unloading of a LNG Carrier which finds itself in the conditions envisaged by Clauses 3.7.2.2b) and 3.7.2.2c), the Operating Company will reduce the Nomination and/or Redelivery Renomination of each User so as to release the relevant Percentage Share of the available space in the Terminal's tanks at the arrival of the subsequent LNG Carrier, as envisaged by Clause 3.3.1;

j) In order to permit the Unloading of an Early LNG Carrier, provided that such LNG Carrier does not arrive more than twenty-four (24) hours before the Scheduled Arrival Window, the Operating Company will increase the Nomination and/or Redelivery Renomination of each User so as to release the relevant Percentage Share of the available space in the Terminal's tanks at the arrival of the LNG Carrier, as envisaged by Clause 3.3.1. It being understood that such increase will take place within the limits of the Continuous Redelivery Service of each User;

k) It being understood that, in the event that the User decides to avail itself of the provisions of article 13.6 of TIRG, it will provide the Transportation Service users specified by such article with all the information envisaged by Clause 3.4.1 and the Operating Company with the Redelivery Nominations or the Redelivery Renominations divided among the Transportation Service Users.

l) In the event that, as a result of the failure to load the LNG on to the Small Scale Carrier in the context of one or more Small Scale Slots, the Operating Company needs to regasify the quantities of LNG not delivered to the Small Scale User, the Operating Company may limit, suspend or amend the Users' right of nomination or renomination. The Operating Company agrees to do everything within its powers to ensure that the effects of the non-delivery of LNG to the Small Scale User do not affect the rights of nomination or renomination of Users other than the Small Scale User to which the non-delivery of the quantities of LNG may be ascribed.

#### **3.4.1.9 Redelivery Allocation**

a) Following the acceptance or modification of the Redelivery Nominations and/or Renominations, the Operating Company shall enter the necessary data in relation in the relevant schedules in the System and provide the relevant nominations to SRG pursuant to the Network Code.

b) By 13:00 on Gas Day G+1, the Operating Company will make available to each User through the Electronic Communications System the quantity of Gas redelivered to the Redelivery Point or to the Virtual Exchange Point on Gas Day G which, subject to the provisions of Clauses 3.8.1 and 3.8.2, will coincide with that nominated and/or renominated by the User.

c) The quantity notified pursuant to Clause 3.4.1.9b) will be determined, for each User, by the Operating Company based on the Nominations and/or Redelivery Renominations made by the User for Gas Day G and possibly by the application the allocation rules envisaged by Clause 3.4.1.10. Such quantities will also be used by SRG to determine the User's balancing pursuant to chapter 9 of the Network Code.

d) It being understood that the quantity notified pursuant to Clause 3.4.1.9b) for each User with regard to Gas Day G may be subsequently reviewed by the Operating Company and consequently used



by SRG to determine the User's balancing, by the first Business Day subsequent to Gas Day G or, in the case of an error of measurement or error of communication of the measurement, by the twentieth (20<sup>th</sup>) Day of the Month subsequent to that on which such event occurred.

#### **3.4.1.10 Criteria for Allocating regasification shortfalls or excesses**

a) In the event that, on a Gas Day, the Operating Company redelivers, subject to the provisions of the OBA signed with SRG, an overall quantity of Gas that falls short the aggregated Redelivery Nominations and/or Renominations of the Users other than the Complementary Users due to a Permitted Variation of the Regasification Service or a Variation of the Regasification Service, such shortfall will be allocated in proportion to the relevant Percentage Shares in the following order of priority, until the lower quantities redelivered have been completely absorbed:

- (i) first, in the event that such shortfall was caused by a User or group of Users, the quantities nominated and/or renominated by such User(s) using the Interruptible Redelivery Service will be reduced;
- (ii) second, the quantities nominated and/or renominated by the Users that did not cause such shortfall but which have used the Interruptible Redelivery Service;
- (iii) third, in the event that the quantities nominated and/or renominated by the Users using the Interruptible Redelivery Service have been reduced to zero (0) and such shortfall was caused by a User or group of Users, the quantities nominated and/or renominated by such User or group of Users will be reduced; and
- (iv) fourth, having applied the provisions of the previous points, any further shortfall will be assigned to all the Users involved that did not cause such reduction in proportion to their Percentage Shares.

b) In the event that, on a Gas Day, the Operating Company redelivers, net of the quantities managed pursuant to the provisions of the OBA signed with SRG, an overall quantity of Gas that exceeds the aggregated Nominations and/or Redelivery Renominations of the Users due to a Permitted Variation of the Regasification Service or a Variation of the Regasification Service, such excess will be allocated in proportion to the Nominations and/or Redelivery Renominations of each User other than a Complementary User for such Gas Day, in the following order of priority, until the excess quantities redelivered have been completely absorbed:

- (i) first, in the event that such excess regasification was caused by a User or group of Users, the relevant Nominations and/or Redelivery Renominations will be increased as a consequence;
- (ii) second, any additional excess will be applied to all the Users concerned that have not caused such reduction in proportion to the User's Inventory.

It being understood that aggregated Nominations and/or Redelivery Renominations of the Users shall have the meaning given to it in Clause 3.8.3c).

#### **3.4.1.11 Acceptance of Gas**

a) Since the Gas must be injected by the Operating Company into the National Transmission System at the Redelivery Point or at the Virtual Exchange Point on behalf of any Transportation Service User and/or Users specified in article 13, paragraph 6 of TIRG, the Gas allocated by the Operating Company at the Redelivery Point will be considered:

- (i) accepted and available to the User if such Gas is accepted by SRG in accordance with the provisions of the Network Code; or
- (ii) refused by the User and considered a Variation of the Regasification Service if such Gas is refused by SRG because it is Off-Spec Gas due to a default by the Operating Company, and only if the LNG was not Off-Spec LNG when it was Unloaded.

b) Without prejudice to Clause 3.6.5.2, if Gas is rejected pursuant to Clause 3.4.1.11(a)(ii), the Operating Company shall, at its own expense, take all such actions as may reasonably be required to dispose of or procure the disposal of such Gas to the extent required to manage the situation, provided always that the Operating Company shall comply with all Applicable Laws.

#### **3.4.1.12 Changes to the Redelivery Period and the Redelivery profile**

a) In the case of particular operating conditions (such as, for example, a discontinuous scheduling of the Unloading during the Months of a certain Gas Year or in concurrence with the Peak Shaving Service) which make it necessary to bring forward the redelivery of the Cargo expected to be Unloaded before the Unloading takes place due to the quantities of LNG present in the Terminal, subject to Clause 3.4.1.8, the Operating Company, may provide the User, at the end of the process for determining the Ninety Day Unloading and Loading Schedule envisaged by Clause 3.3.2.2 and/or when the latter is subsequently updated including after the allocation of FCFS regasification capacity pursuant to Clause 2.1.9.2 with a specific Default Redelivery Profile for a corresponding Redelivery Period and allocate its volumes of LNG at the Terminal to the User.

It being understood that, subsequent to the Unloading of the planned Cargo, the Operating Company will only redeliver to the User the remaining quantities and will do whatever is required to restore the quantities of LNG in the Terminal.

Once notified the specific Default Redelivery Profile and the corresponding Redelivery Period will be deemed to be the Default Redelivery Profile and the Redelivery Period, respectively, and the Clauses of this Regasification Code will apply to them.

b) It being understood that in the event that it is necessary to bring forward all or part of the volumes owned by the Operating Company and/or the Peak Shaving Service provider in respect of the Unloading, each User will be considered a Debtor User and the provisions envisaged by Clause 3.1.7 will apply.

c) In the event that, following the allocation processes envisaged by Clauses 2.1.9.1 and 2.1.9.2 the first Delivery Slots for Month M+1 have not been allocated, the Operating Company will grant Users with Cargo scheduled in Month M the right to extend the Redelivery Period at the end of the Gas Day prior to the Scheduled Arrival Window of the first Cargo confirmed or scheduled in Month M+1 or to any other earlier date determined by the Operating Company. It being understood that:

(i) for each User, on each Gas Day of the new Redelivery Period, for the purposes of calculating and allocating the Continuous Redelivery Service, the same Percentage Share as determined Month M without any recalculation thereof will apply; and

(ii) the Users will continue to pay the Regasification Service Charges and the Transportation Service Charges with no increase due to the extension of the Redelivery Period.

### 3.4.2 Consumption and Losses of the Terminal

#### 3.4.2.1 Allocation of Consumption and Losses

- a) The Operating Company will allocate to each User the quantities of LNG and/or Gas destined to be used by the Operating Company as fuel for the basic operation of the Terminal and for the Regasification Service (**Consumption and Losses**) at the moment of the Unloading.
- b) The consideration in kind (expressed as a percentage of the quantity Unloaded) to be paid to the Users will be approved by the ARERA in the context of the process of verification and approval of the tariff proposals submitted annually by the Operating Company and will be published on the Operating Company's website.
- c) Each User will transfer to the Operating Company the ownership of the quantities of LNG and/or Gas to cover the Consumption and Losses and the Operating Company may use such quantities with no additional costs.
- d) In the event that the User has informed the Operating Company, in accordance with Clause 3.3.2.1(a)(ii), that a part of Unloaded LNG will be intended for one or more Small Scale Slots, the Consumption and Losses will be calculated on the whole quantity of Unloaded LNG and will be fully deducted from the sole quantities of LNG intended for the Regasification Service.

## Chapter 3.5 RECEIPT, STORAGE AND REGASIFICATION OF LNG AND VIRTUAL LIQUEFACTION

### 3.5.1 Shared Storage

The Users shall share the available Terminal storage capacity, and no User shall have dedicated storage capacity rights subject to the provisions of Clause 3.5.3 below.

### 3.5.2 User's Inventory

- a) The Operating Company will calculate and will make available on the Electronic Communications System on a daily basis each User's Inventory taking into consideration:
  - (i) the quantities of LNG allocated to the User;
  - (ii) the quantities of Gas redelivered at the Redelivery Point or at the Virtual Exchange Point to the Transportation Service User or Users specified by the User;
  - (iii) the quantities relating to the Consumption and Losses allocated to each User;
  - (iv) the LNG debit and credit positions of the Users pursuant to Clause 3.3.7 and/or any redeliveries brought forward by the Operating Company pursuant to Clause 3.4.1.12;
  - (v) LNG ownership transfers among Users; and
  - (vi) Percentage Share recalculated for each User pursuant to Clause 3.3.8
- b) The quantities of LNG relating to the Unloading will be credited to the User following the submission of the final version of the unloading report based on the provisions of Clause 3.3.7 and conventionally allocated on the Gas Day on which the Unloading started.
- c) The Users may reciprocally transfer the ownership of the LNG at their disposal in the Terminal's tanks. To such end, the Operating Company will make available on its website the LNG transfer form (Annex 6) which shall be duly completed and sent by the interested Users to the Operating Company by 17:00 on Gas Day G so that the transfer may take effect at 06:00 on Gas Day G+1.

### 3.5.3 Extended Storage Service

The Operating Company may provide Users with a storage service for quantities of LNG (**Extended Storage Service**) as follows:

- a) in the event that the Extended Storage Service is provided to a User, the latter will be entitled to receive quantities of LNG included in the service in a Redelivery Period other than that in which the redelivery was envisaged pursuant to the Ninety Day Unloading and Loading Schedule; or in the event that it intends to allocate such quantities to the Small Scale Service, the latter will be entitled to load the quantities of LNG included in the service in a different Month from that in which it acquired the ownership of the LNG.
- b) The consumption and losses connected to the storage will be deducted from the quantities of LNG included in the Extended Storage Service. The Operating Company will publish on its website the procedure for calculating the consumption and losses connected to the Extended Storage Service.

The Operating Company reserves the right to assess at its sole discretion the conditions that permit the provision of the Extended Storage Service, it being understood that if such service is provided to Users, it will be provided in an impartial and non-discriminatory manner.

If the Operating Company intends to provide the Extended Storage Service, interested Users will be required to send the Operating Company the forms for requesting access to the service which will be made available on the Operating Company's website and accept the Extended Storage Service Charge envisaged by Clause 5.2.1.7. The Extended Storage Service will be allocated, until the available storage capacity is exhausted, to the first Users to make the request by giving written notice thereof by the

second (2<sup>nd</sup>) Business Day after the expiry of the deadline for the submission of requests, which will be published by the Operating Company on its website.

Any User which is allocated the right to use the Extended Storage Service will be required to pay the Operating Company the Extended Storage Service Charge, including in the case in which it does not have LNG at the Terminal in the period covered by the relevant Extended Storage Service.

#### **3.5.4 Virtual Liquefaction Service to Small Scale Users**

The Operating Company may offer the Virtual Liquefaction Service to Small Scale Users who are also Transportation Service Users.

That service is subject to the Regasification Service and, therefore, the offer of the Virtual Liquefaction Service does not affect the use of the Regasification Service by Users, nor does it limit or modify their rights, including those of Delivery Nomination and Redelivery Renomination due to Users. The Virtual Liquefaction Service shall be made available to Small Scale Users as follows:

- (i) Small Scale Users interested in the Virtual Liquefaction Service shall send to the Operating Company the service access request form set out in Annex 6CS accepting the Virtual Liquefaction Service Charge referred to in Clause 5.2.1.7 no later than 12:00 on the ninth (9th) Business Day prior to the commencement of each Month M in which the Small Scale Slot is scheduled;
- (ii) the Operating Company shall notify acceptance of the request for access to the Virtual Liquefaction Service no later than the sixth (6th) Business Day prior to the commencement of each Month M in which the Small Scale Slot(s) for which it intends to access the Virtual Liquefaction Service are scheduled;
- (iii) the Operating Company shall notify the acceptance of the request for access to the Virtual Liquefaction Service only after verifying that the Small Scale User concerned has the necessary capacity of its financial guarantees to cover the system provided for in Chapter 5 of the Network Code;
- (iv) the Operating Company shall issue one or more sales transactions at the Virtual Exchange Point in the name and on behalf of the Small Scale User concerned for a quantity of LNG corresponding to the load request;
- (v) if, following the issuance of the sales transactions referred to in 3.5.4(iv), loading the corresponding LNG volumes onto the Small Scale Carrier is not possible for reasons attributable to the Small Scale User, the Operating Company shall regasify and redeliver to the Small Scale User at the Entry Point the LNG volumes not delivered to the Small Scale User, in accordance with an account defined by the Operating Company itself;
- (vi) following receipt of the loading report available after delivery of the LNG to the Small Scale User concerned, the Operating Company may proceed to issue one or more sales transactions at the Virtual Exchange Point in the name and on behalf of the Small Scale User concerned for a quantity of LNG corresponding to the difference between the quantity of LNG actually loaded and the quantity covered by the transactions issued pursuant to 3.5.4(iv);
- (vii) the Small Scale User may opt out of the Virtual Liquefaction Service by notifying the Operating Company in writing at any time prior to the issuance of the transactions referred to in Clause 3.5.4(iv). After the expiry of this term, the Small Scale User concerned shall still be required to pay the Virtual Liquefaction Service Charge.

The actual provision of the Virtual Liquefaction Service is subject to (i) the capacity of the Small Scale User's financial guarantees to cover the system provided for in Chapter 5 of the Network Code at the time of the issuance of the transactions at the Virtual Exchange Point referred to in Clauses 3.5.4(iv) and 3.5.4(vi), as well as (ii) the actual Unloading of a Confirmed Cargo prior to

the Small Scale Slot pertaining to the Virtual Liquefaction Service User concerned. In the above cases, and except as provided in case of late notice of waiver of the Virtual Liquefaction Service, if the Virtual Liquefaction Service is not actually provided, the Virtual Liquefaction Service User shall not be required to pay the Virtual Liquefaction Service Charge.

If the quantities of gas involved in the transaction at the Virtual Exchange Point are attributable to the production of biomethane and the User of the Virtual Liquefaction Service has the appropriate guarantees of origin or any other certificate required by Applicable Law which certifies its origin, the quantity of LNG that the User of the Virtual Liquefaction Service will receive at the Terminal shall also be automatically identifiable as bioLNG, if provided by law.

### **3.5.5 Virtual Liquefaction Service to Virtual Liquefaction Service Users other than Small Scale Users**

The Operating Company may offer the Virtual Liquefaction Service to Users or to Transportation Service Users.

That service is subject to the Regasification Service and, therefore, the offer of the Virtual Liquefaction Service does not affect the use of the Regasification Service by Users, nor does it limit or modify their rights, including those of Delivery Nomination and Redelivery Renomination due to Users.

In this event, the Operating Company shall issue a sale transaction at the Virtual Exchange Point in the name and on behalf of the Virtual Liquefaction Service User following the receipt of an LNG Carrier; the Virtual Liquefaction Service User shall receive the equivalent amount of regasified LNG at the Entry Point prior to the arrival of the next LNG Carrier.

The Virtual Liquefaction Service shall be made available to Users or Transportation Service Users as follows:

- (i) in case of provision of Virtual Liquefaction Service, the Virtual Liquefaction Service User shall send to the Operating Company the service access request form set out in Annex 6DS accepting the Virtual Liquefaction Service Charge referred to in Clause 5.2.1.7. The Operating Company shall notify acceptance of the request for access to the Virtual Liquefaction Service no later than the fifth (5th) Business Day after the request is received;
- (ii) following Unloading, the Operating Company shall notify a forecast of the availability of LNG to be allocated, on Gas Day G, to the Virtual Liquefaction Service, before 13:00 on Gas Day G-1;
- (iii) no later than 14:00 of Gas Day G-1, the Virtual Liquefaction Service Users intending to obtain availability of LNG shall notify the Operating Company the quantities they intend to allocate to this service;
- (iv) no later than 15:00 of Gas Day G-1, the Operating Company shall notify a forecast of the quantities accepted by each Virtual Liquefaction Service User requesting them for Gas Day G. The Virtual Liquefaction Service shall be allocated to the first Virtual Liquefaction Service Users applying for it, until the quantities notified by the Operating Company under Clause 3.5.5(ii) are available;
- (v) following verification of the Users' Redelivery Nominations, after 18.30 on Gas Day G-1, the Operating Company shall notified the accepted quantities for Gas Day G to each Virtual Liquefaction User and, on Gas Day G, shall issue the relevant sales transactions at the Virtual Exchange Point in the name and on behalf of the latter. Only after the issuance of the transactions at the Virtual Exchange Point and the actual provision of the relevant quantities of Gas to the Users, the Virtual Liquefaction Service User shall acquire the right to the Virtual Liquefaction Service. It is understood that the Operating Company shall have no obligation to provide the Virtual Liquefaction Service until, and to the extent that, it has issued the relevant transactions to the Users at the Virtual Exchange Point;

- (vi) it is understood that the Virtual Liquefaction Service User shall receive the quantity which is the subject of the Virtual Liquefaction Service at the Entry Point before the next LNG Carrier arrives;
- (vii) On Gas Day G, the Virtual Liquefaction Service User shall receive a default redelivery account from the Operating Company for the redelivery of regasified LNG from Gas Day G+1 to the Gas Day prior to the scheduled Arrival Window for the next Delivery Slot. The Virtual Liquefaction Service User is aware and agrees that the redelivery account may be modified as a result of the Redelivery Nominations and Renominations made by the Users and that the right to change the default redelivery account notified by the Operating Company may only be exercised subject to and conditional upon the Users' Redelivery Nomination and Renomination rights during the same period. If the Virtual Liquefaction Service User has exercised the right to change the default redelivery account, he shall be required to pay the Nomination and Renomination Flexibility Service Charge.

The actual provision of the Virtual Liquefaction Service is subject to the capacity of the Small Scale User's financial guarantees to cover the system provided for in Chapter 5 of the Network Code at the time of the issuance of the transactions at the Virtual Exchange Point referred to in Clauses 3.5.5(v).

If the quantities of gas involved in the transaction at the Virtual Exchange Point are attributable to the production of biomethane and the User of the Virtual Liquefaction Service has the appropriate guarantees of origin or any other certificate required by Applicable Law which certifies its origin, the quantity of LNG that the User of the Virtual Liquefaction Service will receive at the Terminal shall also be automatically identifiable as bioLNG, if provided by law.



## **Chapter 3.6 - OWNERSHIP OF LNG AND GAS AND MEASUREMENT OF DELIVERED LNG AND REDELIVERED GAS**

### **3.6.1 Ownership of LNG and Gas**

#### **3.6.1.1 Transfers of Ownership**

Subject to the provisions of Clauses 3.3.8 and 3.4.2.1, ownership of the User's LNG will remain with the legal and beneficial owner until such ownership is transferred (by the User, or by the owner) and will not be transferred to the Operating Company.

- a) The User warrants to the Operating Company that, at the time when the relevant Cargo is Unloaded at the Terminal, the LNG or the Gas is free from liens and from any other encumbrances, and that in relation to such Cargo:
  - i. the User has, at such time, full ownership of all of the User's LNG and User's Gas; or
  - ii. the Person that is supplying the LNG and Gas at the Terminal on behalf of the User has, at such time, full ownership of all of the User's LNG and User's Gas,
- b) The User warrants to the Operating Company that, at the time when the relevant Cargo is Unloaded at the Terminal, in respect of any User's LNG and User's Gas that is not legally and beneficially owned by the User, the User is duly authorised and appointed by the legal and beneficial owners of such LNG and Gas to act as agent for and on behalf of such owner.
- c) The Operating Company represents and warrants that Gas injected at the Redelivery Point by the Operating Company on behalf of the User shall be free from any lien or from any other encumbrance created by the Operating Company, unless the Operating Company is required to impose any such encumbrance by an order of a Competent Authority. If the Operating Company is required to impose any such encumbrance by an order of a Competent Authority, the Operating Company shall not be liable towards the User and the User waives any rights it may have to bring any claim or action against the Operating Company.

#### **3.6.1.2 Indemnities**

The User or Small Scale User agrees to indemnify, defend, and hold the Operating Company harmless in respect of any Loss of any kind suffered or incurred by the Operating Company (other than the Operating Company's loss of revenue) arising from:

- a) any lien or any other encumbrance arising or already existing on the User's or Small Scale User's LNG and the User's or Small Scale User's Gas, on the User's Inventory (where applicable); and/or
- b) third-party claims, including by any legal and beneficial owner of the LNG and/or Gas, submitted for any reason in relation to the User's or Small Scale User's LNG and User's or Small Scale User's Gas, including any claims arising from a default or false statement by the User pursuant to Clause 3.6.1.1a) and/or 3.6.1.1b).

#### **3.6.1.3 Commingling of the LNG and Gas**

The User acknowledges and agrees that:

- a. the Operating Company will commingle the User's LNG with the LNG of other Users in the Terminal;
- b. the Operating Company will commingle the User's Gas with that of other Users in the Terminal; and
- c. subject to Clauses 3.6.3 and 3.6.5, Gas redelivered at Redelivery Point may be of a different composition and may not consist of the same molecules as the LNG Unloaded by or on behalf of the User at the Delivery Point.

### **3.6.2 Measurement of LNG**

The quality and quantity of the LNG Unloaded by or on behalf of the User at the Terminal shall be determined in accordance with the procedures set forth in Annex 8.

### 3.6.3 Measurement of Gas

The quantity, quality and pressure of Gas made available at the Redelivery Point to the User shall be determined in accordance with the procedures set forth in Annex 8.

### 3.6.4 LNG Quality

#### 3.6.4.1 LNG Compliance

LNG Unloaded or to be Unloaded by or on behalf of the User at the Terminal shall comply with the LNG Quality Specifications when Unloaded as stated in **Annex 8**. With respect to each Cargo, the User shall notify the Operating Company of the envisaged LNG quality at the time of the Cargo arrival at the Terminal taking into account, among other things, the LNG Carrier navigation time and any other possible causes of ageing of the LNG. This notice shall be provided as part of the Cargo Information Notice pursuant to Clause 3.7.1.2 and in the event that the LNG:

- a) to be Unloaded at the Terminal is or will be Off-Spec LNG once Unloaded, the User, the Ship Owner or the Master of the LNG Carrier (as the case may be) will promptly inform the Operating Company of such circumstances, informing it also of the quantity and quality of such Off-Spec LNG. The Operating Company will, immediately after receiving such notice, use all reasonable endeavours to accept and Unload such Off-Spec LNG and to reduce or prevent any cost or delay caused by such Off-Spec LNG and will notify its decision to the User in accordance with the provisions of Clause 3.6.4.2 below.
- b) during the Unloading phase, is found not to conform to the LNG Quality Specification, the Operating Company will use all reasonable endeavours to accept and continue to Unload such Off-Spec LNG and will notify its decision to the User in accordance with the provisions of Clause 3.6.4.2.

It being understood that the Operating Company may not in any way be held liable in the event that it is unable to receive the Off-Spec LNG.

#### 3.6.4.2 Acceptance or rejection of Off-Spec LNG

- a. Subject to any applicable Maritime Regulations, the Operating Company may accept Off-Spec LNG (in whole or in part) only where it believes in its sole discretion, that acceptance of such Off-Spec LNG would not cause damage to the Terminal or prejudice the safety of Terminal personnel or cause the redelivered Gas to be Off-Spec Gas. In all other circumstances, the Operating Company shall reject a Cargo consisting of Off-Spec LNG.
- b. In the case that Clause 3.6.4.1a) applies, the Operating Company shall notify the User as soon as reasonably practicable, and in any case by the Business Day after receipt of the notice envisaged by Clause 3.7.1.2, of its decision either to accept or to reject such Off-Spec LNG. If the Operating Company rejects such Off-Spec LNG, upon receipt of a notice of rejection, the User shall not be allowed to berth and Unload at the Terminal and, in the event that the Unloading has already started, it will immediately cease and the User will cause the LNG Carrier to depart from the Terminal. It being understood that in the event that the Operating Company refuses or suspends the unloading at the Terminal, the User will still be required to pay the Charges.
- c. The User shall, notwithstanding Clause 5.3.1.1, indemnify the Operating Company against all Loss suffered as a result of the User's Off-Spec LNG being Unloaded into the Terminal, including all Losses incurred by the Operating Company in mixing any such Off-Spec LNG with other LNG, or disposing of such Off-Spec LNG (including any delays associated with it), and Loss arising from the disposal of such Off-Spec LNG including in the event that the Operating Company has not given notice of its refusal of the Off-Spec LNG pursuant to Clause 3.6.4.2b.
- d. The acceptance of Off-Spec LNG may result in a reduction of the Continuous Redelivery Service or an increase of the Minimum Redelivery Obligation to the extent required to address the variation in the redelivery capabilities of the Terminal due to the Terminal's acceptance of such Off-Spec LNG. In such event, the User delivering the Off-Spec LNG shall have its entitlement to Firm Redelivery Service reduced as required to accommodate that reduction. If such reduction on the relevant Gas Day is not sufficient, the provisions of Clause 3.4.1.8e) will apply.

### **3.6.5 Gas Quality**

#### **3.6.5.1 Gas Compliance**

The Operating Company undertakes to redeliver at the Redelivery Point Gas that complies with the Gas Quality Specifications, as established in Annex 8. As soon as it becomes aware that Gas redelivered or to be redelivered at the Redelivery Point is Off-Spec Gas, the Operating Company will inform the relevant Users and SRG, and will use all reasonable endeavours to minimise or to avoid any costs or delays caused by such Off-Spec Gas.

#### **3.6.5.2 Acceptance or Rejection of Off-Spec Gas**

In the event that the Gas injected or to be injected into the National Transmission System is Off-Spec Gas, the provisions of the Network Code will apply. Without prejudice to cases of intent or gross negligence on the part of the Operating Company, in the event that the Off-Spec Gas is definitively refused by SRG and the Gas is Off-Spec due to the Operating Company's Default, the Regasification Service Charges owed by the User will be reduced in proportion to the quantities of Off-Spec Gas made available and redelivered at the Redelivery Point. It being understood that in such case the User will have no other rights, with any rights to compensation also being ruled out, and, as a result, the Operating Company will not incur any liability arising from or associated with such Off-Spec Gas. It is also understood that no remedy will be available to the User that delivered the Off-Spec LNG. In the event that the Gas to be injected in the National Transmission System is Off-Spec Gas due to the ageing of the LNG already stored at the Terminal, this will not constitute a default on the part on the Operating Company, since the User expressly accepts such risk.

### **3.6.6 Transfer of LNG to Small Scale Users**

In the event that the Small Scale User which holds a Small Scale Slot scheduled for month M does not have LNG at its disposal at the Terminal in the same month M, it will be required to procure the transfer of the quantities of LNG that it intends to allocate to the Small Scale Slot in accordance with Clause 3.6.6.1, provided that the Small Scale User is also a User, or Clause 3.6.6.2, in the event that the Small Scale User does not hold regasification capacity.

If there is no LNG available to be allocated to the Small Scale Service, it will be impossible for the Operating Company to provide the Small Scale Service, without prejudice to the Small Scale User's obligation to pay the Small Scale Service Charge.

#### **3.6.6.1 Transfer of LNG to Small Scale Users in storage**

By and no later than the seventh (7<sup>th</sup>) Business Day before the date associated with the Small Scale Slot, the Small Scale User holding the Small Scale Slot and a User holding a Delivery Slot scheduled for the same Month as the Small Scale Slot shall send a notice in accordance with Annex 6AS to inform the Operating Company that the ownership of a certain quantity of LNG has been transferred by the User to the Small Scale User to be allocated to the Small Scale Service.

The transfer of LNG pursuant to this Clause 3.6.6.1 may only take place if the Small Scale User to which quantities of LNG have been transferred is also a User holding a Delivery Slot scheduled for the same Month as the Small Scale Slot to which it intends to allocate the quantities of LNG which have been transferred to it.

It being understood that if the Small Scale User to which quantities of LNG have been transferred to be allocated to the Small Scale Slot does not load such quantities on to the Small Scale Carrier, the Operating Company will regasify and redeliver to the User such quantities in such a way as to cause the least harm possible to the rights of nomination and renomination of the other Users.

#### **3.6.6.2 Transfer of LNG to Small Scale Users at the flange**

By and no later than the seventh (7<sup>th</sup>) Business Day before the date associated with the Small Scale Slot, the Small Scale User holding the Small Scale Slot and a User holding a Delivery Slot scheduled for the same Month as the Small Scale Slot shall send a notice in accordance with Annex 6BS to inform the Operating Company that the ownership of a certain quantity of LNG will be transferred, as a result

of being loaded on to Small Scale Carrier, by the User to the Small Scale User to be allocated to the Small Scale Service.

It being understood that if the Small Scale User that intends to be the transferee of quantities of LNG to be allocated to the Small Scale Slot fails to load them on to the Small Scale Carrier, such quantities will remain under the ownership of the User which intended to transfer them and the Operating Company will regasify and redeliver to the User such quantities in such a way as to cause the least harm possible to the rights of nomination and renomination of the other Users.

## Chapter 3.7 - LNG DELIVERY OPERATIONS

### 3.7.1 Notices

#### 3.7.1.1 Notice of ETA (Estimated Time of Arrival)

a) The User shall give or cause its LNG Carrier operator or the Master to give a notice by fax or e-mail of the ETA at the Terminal to the Operating Company and to the relevant Maritime Authorities (as may be required) (an **ETA Notice**). Each ETA Notice shall be submitted, updated or confirmed (as the case may be) at the following intervals, and at any other time required by Maritime Regulations:

- (i) upon departure from the port of loading;
- (ii) seventy-two (72) hours before the then current ETA;
- (iii) forty-eight (48) hours before the then current ETA;
- (iv) twenty-four (24) hours before the then current ETA;
- (v) twelve (12) hours before the then current ETA; and
- (vi) thereafter for any ETA change of more than two (2) hours.

b) If the Cargo to be Unloaded has been purchased by or on behalf of the User or diverted to the Terminal after the departure of the relevant LNG Carrier from the port of loading or after the relevant time specified in 3.7.1.1a) for sending the ETA Notice, the ETA Notice shall be sent as soon as possible, but in any event taking into account any applicable requirement for the final time by which the arrival of the Cargo shall be notified to the Maritime Authorities.

c) For operational management purposes, the Operating Company will consider the last ETA communicated prior to 06:00 of the Gas Day prior to the Arrival Window.

d) The Small Scale Carrier will be subject to the same obligation to send ETA Notices starting from the commencement of the journey to the Terminal or seventy-two (72) hours before the ETA envisaged at that time if the journey has not yet started before such deadline. The Operating Company will consider the last ETA notified before 6.00 on the Day on which the Small Scale Slot is envisaged.

#### 3.7.1.2 Cargo Information Notice

In addition to the provisions of Clause 3.7.1.1, for each Cargo to be delivered to the Terminal, the User shall provide or cause to be provided by the Ship Owner or the Master the following information in respect of such Cargo:

- a) port of loading of the LNG carrier;
- b) the name of the LNG carrier used;
- c) date and time of completion of the LNG loading operations;

and, on a daily basis, starting from the date of loading of the Cargo and possibly still at the same time, the following information:

- d) quantity of LNG loaded at the port of loading, quantity of LNG in the LNG carrier's tanks before loading, quantity of LNG expected to be Unloaded at the Terminal, quantity of LNG in the LNG carrier's tanks and quantity of LNG expected to remain in the LNG carrier's tanks upon completion of the Unloading;
- e) pressure in the LNG carrier's tanks;
- f) temperature of the LNG in the LNG carrier's tanks;
- g) quality of the LNG measured at the port of loading.

Such notice shall be sent to the Operating Company and, where necessary, to the relevant Competent Authorities, as soon as the LNG carrier transporting such Cargo has left the port of loading, or if the Cargo to be Unloaded has been purchased by or on behalf of the User or deviated towards the Terminal after the departure of the relevant LNG carrier from the port of loading, as soon as possible after the purchase or deviation (**Cargo Information Notice**).

### 3.7.1.3 Notice of Readiness

- a. The User shall give or cause to be given by the Ship Owner or the Master to the Operating Company and/or to the Operating Company's Group a notice (**Notice of Readiness**) by fax or e-mail to moor and Unload as soon as the LNG Carrier:
  - (i) has arrived at the Pilot Boarding Station;
  - (ii) has cleared the necessary formalities with the Maritime Authorities and all other relevant Competent Authorities, has complied with all necessary customs notification requirements and all other necessary authorisations have been obtained including in relation to the requested maritime and port services; and
  - (iii) is ready in all respects, including having received the Spool Pieces, to proceed to moor at the Terminal and commence Unloading.
- b. Subject to the provisions of Clause 3.7.1.3c, the Notice of Readiness envisaged by Clause 3.7.1.3a will be received and accepted by the Operating Company and/or by the Operating Company's Group at any time on any Day and shall become effective as follows:
  - (i) for an LNG Carrier submitting the Notice of Readiness at any time prior to its Scheduled Arrival Window, at the earlier to occur of (i) start of the Scheduled Arrival Window or (ii) the LNG Carrier being All Fast;
  - (ii) for an LNG Carrier submitting the Notice of Readiness at any time during its Scheduled Arrival Window, at the time when it is given;
  - (iii) for an LNG Carrier submitting the Notice of Readiness at any time after the expiration of its Scheduled Arrival Window, upon the Operating Company's notice to the LNG Carrier that it is ready to receive the LNG Carrier at the berth.
- c. The Operating Company and/or the Operating Company's Group may reject a Notice of Readiness at any time before the LNG Carrier is All Fast, where:
  - (i) such Notice of Readiness:
    - (1) does not contain the information required pursuant to the Technical Manuals; and/or
    - (2) contains material information that the Operating Company has reasonable evidence is incorrect;
  - (ii) any of the requirements set forth in Clause 3.7.1.3a have not been satisfied;
  - (iii) the Operating Company, acting as a Reasonable and Prudent Operator, raises safety concerns;
  - (iv) the User no longer complies with the Service Conditions.

In the event of rejection of the Notice of Readiness, the Operating Company and/or the Operating Company's Group shall promptly notify the User and Master of the relevant LNG Carrier of such rejection.

- b) In departure from the provisions of Clause 3.7.1.3a(iii), the Operating Company may, once the User has demonstrated that they are compatible with the Terminal's loading arms, agree to the use of spool pieces other than the Spool Pieces without prejudice to the fact that, in light of such departure, the User accepts, including in departure from the provisions of the Regasification Code, that it is fully liable for any Loss and/or loss of revenue that may be suffered by the Operating Company and/or by the Operating Company's Group for having used, or as a result of the use of, such spool pieces. Therefore, the User agrees to indemnify and hold harmless the Operating Company from and against any Loss and/or loss of revenue that may be suffered or incurred by it or the Operating Company's Group, as a result of or in connection with the use of the spool pieces of the LNG Carrier including in the event that the use of such spool pieces has been agreed with the Operating Company.

## 3.7.2 Mooring

### 3.7.2.1 Mooring Priorities and waiver the Complementary Slot



Save to the extent required to comply with Maritime Regulations and/or to protect persons, property or the environment from harm or damage due to adverse operational or safety conditions and subject to Clauses 3.7.2.2a and 3.7.2.3, the Operating Company shall give priority in the mooring of LNG Carriers, in the following descending order, to:

- a) an LNG Carrier in respect of which a Notice of Readiness is received and accepted by the Operating Company during its Scheduled Arrival Window; then
- b) an LNG Carrier in respect of which a Notice of Readiness is received and accepted by the Operating Company after its Scheduled Arrival Window (a **Late LNG Carrier**); then
- c) an LNG Carrier in respect of which a Notice of Readiness is received and accepted by the Operating Company prior to its Scheduled Arrival Window (an **Early LNG Carrier**),

provided that a Late LNG Carrier shall not have priority over an Early LNG Carrier if the Operating Company determines, in its sole discretion, that the result of Unloading the Late LNG Carrier would be that the Early LNG Carrier would not be able to proceed to moor within its Scheduled Arrival Window.

In the event that two or more LNG Carriers fall within each of the categories specified in Clause 3.7.2.1a), 3.7.2.1b) and 3.7.2.1c), above, mooring priority will be given on a “first-come, first-served” basis.

It is understood that, in any case, an LNG Carrier whose delivery is associated with a Delivery Slot has a higher berthing priority than an LNG Carrier whose delivery is associated with a Complementary Slot. It is therefore understood that, where the priority assigned to Delivery Slot Users results in the Arrival Window of a Complementary Slot being delayed for more than 11 (eleven) Days (excluding Days of service interruption due to Adverse Weather Conditions or Adverse Weather Conditions of the Small Scale Service or Force Majeure), the Complementary User affected by the postponement may waive its Complementary Slot by giving written notice thereof to the Operating Company within 2 (two) Days of the date on which the Operating Company notifies the User of the new date of the Complementary Slot. If the Complementary User waives the Complementary Slot, the Complementary User shall be released from the obligation to pay to the Operating Company the Fees referred to in Clause 5.2.1.1 relating to the waived Complementary Slot, with the sole exception of the Transportation Service Charges. In no event shall the Complementary User have any other recourse against the Operating Company, it being understood and accepted by the Complementary User that in no event shall the Operating Company be liable for the loss of the Complementary Slot or for any other consequence arising from the Operating Company's decision to defer the Complementary Slot.

### 3.7.2.2 Permitted Delay of LNG Carrier

- a. Notwithstanding Clause 3.7.2.1a), to accommodate a Late LNG Carrier and at the written request of the User of the Late LNG Carrier and with the prior acceptance, whether tacit or express, of the other Users other than Complementary Users pursuant to Clause 3.3.3a), the Operating Company may delay the Scheduled Arrival Window for the next LNG Carrier by a maximum of twenty-four (24) hours, without the consent of the relevant User whose Arrival Window has been delayed to accommodate the Late LNG Carrier. The User of the Late LNG Carrier shall reimburse the Operating Company for the Demurrage and any excess boil-off payable by the Operating Company to the affected User whose Scheduled Arrival Window is delayed to accommodate the Late LNG Carrier in accordance with the provisions of Clauses 3.7.3.4e) and 3.7.3.4f). Subject to the rights held by the affected User in its capacity as Creditor User of the User of the Late LNG Carrier envisaged by Clause 3.1.7, the affected User will only be entitled to reimbursement arising from Demurrage and compensation in respect of excess boil-off payable by the Operating Company for having accommodated a delayed or Late LNG Carrier and no other indemnity shall be payable by the Operating Company or the User of the Late LNG Carrier.
- b) In the event that the mooring of a Late LNG Carrier causes a reduction of the Gas redelivery in respect of that Nominated/Renominated by the Users, such reduction will, if possible, be attributed first to the User of the Late LNG Carrier and then, if necessary to the other Users in proportion to their Redelivery Nominations and/or Renominations.
- c) In the event that the mooring of a LNG Carrier, which falls within the priority envisaged by Clause 3.7.2.1a), is delayed exclusively due to Adverse Weather Conditions, any reduction of the Gas redelivery in respect of that Nominated/Renominated by the Users will be shared among all the Users in proportion to their Redelivery Nominations and/or Renominations.

- d) In the event that the mooring of a LNG Carrier, which falls within the priorities envisaged by Clause 3.7.2.1a), is delayed exclusively due to Adverse Weather Conditions, the Operating Company will reschedule the Arrival Window of the relevant User, as well as of all subsequent Users that may in turn be affected by the rescheduling, in such a way as to ensure that the LNG Carrier(s) may be received as rapidly as possible.

### 3.7.2.3 Early and Late LNG Carriers

If the User gives or causes to be given a Notice of Readiness to the Operating Company at any time not within its Scheduled Arrival Window which the Operating Company does not reject, the Operating Company will do everything that is reasonably possible to permit the mooring of such LNG Carrier in accordance with the priority set forth in Clause 3.7.2.1 or, otherwise at the first opportunity, provided there is sufficient Ullage available at the Terminal to unload the Cargo without affecting other Users' rights and holding harmless the Operating Company from and against any possible Loss suffered by the latter in connection with the Unloading of such Cargo and provided that such mooring does not raise safety concerns. Once seventy-two (72) hours have lapsed between the expiry of its Scheduled Arrival Window and the subsequent sending of the Notice of Readiness, The Operating Company shall have no obligation to use such efforts to berth a Late LNG Carrier.

### 3.7.3 Unloading

#### 3.7.3.1 Commencement and Completion of Unloading

The Operating Company and the User shall commence receiving and Unloading (as appropriate), or cause receiving and Unloading to be commenced, as soon as practicable after the completion of mooring, and shall complete receiving and Unloading, or cause receiving and Unloading to be completed, safely, effectively and expeditiously taking into account the prevailing weather conditions and relevant operating conditions of the LNG Carrier and the Terminal.

#### 3.7.3.2 Unloading Limits

a. The User shall not Unload or cause to be Unloaded into the tanks at the Terminal a quantity of LNG greater than the regasification capacity associated with a specific Delivery Slot or Complementary Slot as stated in the most current version of the Annual Unloading and Loading Schedule.

b. In the event that the User requests a quantity of LNG that exceeds the value of the regasification capacity associated with the Delivery Slot specified in the Annual Unloading and Loading Schedule, the Operating Company will take all reasonable steps to allow the Unloading of such quantities, provided that the additional volume does not affect the other Users' right to the Regasification Service. The User will hold harmless the Operating Company from and against any Losses suffered or incurred by the latter in connection with the Unloading of such Cargo and, if the unloading authorised by the Operating Company exceeds the value of the regasification capacity associated with the Delivery Slot by 5% the provisions of Clause 3.3.6 will apply.

#### 3.7.3.3 Avoidance of Unloading Delays

If, after a Notice of Readiness has been given, any problem occurs or is foreseen to occur that will or is reasonably expected to cause a delay to the LNG Carrier in mooring, Unloading or departing within the Allowed LNG Carrier Laytime or the Allowed Terminal Laytime as defined in Clause 3.7.3.4, the Parties agree to use reasonable endeavours to minimise or to avoid the delay and co-operate with each other to find countermeasures to minimise or avoid the occurrence of any similar delay in the future.

#### 3.7.3.4 Allowed Laytime

a) Subject to Clauses 3.7.2.2 and 3.7.2.3, the allowed laytime of the Operating Company is respectively thirty two (32) hours, in the event that the scheduled Unloading volume is equal or lower than 135,000 m<sup>3</sup>liq and fifty-four (54) hours in all the other cases, and commences when the LNG Carrier is All Fast (as declared by the Master), and the LNG Carrier is ready in all respects to Unload the Cargo, subject to any extensions in accordance with Clause 3.7.3.4b), and ends when the unloading arms have been disconnected (**Allowed Terminal Laytime**).

b) Except where the delay is caused by an Operating Company's Default, the Allowed Terminal Laytime shall be extended by any period of delay that is caused by:

- (i) reasons, including Off-Spec LNG, attributable to the LNG Carrier, the User, Ship Owner or Master or any directors, officers, employees, agents and representatives of the foregoing;

- (ii) the carrying out of any Planned Service Reduction;
  - (iii) Force Majeure;
  - (iv) night time transit restrictions;
  - (v) Adverse Weather Conditions;
  - (vi) compliance by any person with the Maritime Regulations;
  - (vii) safety concerns or specific operational needs of the Terminal Manager or the Master; or.
  - (viii) quantities Unloaded in excess of the regasification capacity associated with a specific Delivery Slot according to the provisions of Clause 3.7.3.2b.
- c) The allowed laytime of the LNG Carrier is respectively forty (40) hours, in the event that the scheduled Unloading volume is equal or lower than 135,000 m<sup>3</sup>liq and sixty-two (62) hours in all the other cases, and commences when the Notice of Readiness becomes effective and ends when the LNG Carrier has left the Exclusion Zone, subject to any extensions in accordance with Clause 3.7.3.4d) (**Allowed LNG Carrier Laytime**).
- d) Unless the delay is caused by the User or the User's Group, Allowed LNG Carrier Laytime shall be extended by any period of delay that is caused by:
- (i) reasons attributable to the Operating Company or any of its directors, officers, employees, agents and representatives of the previous parties (including any sub-contractor and/or the O&M Contractor);
  - (ii) the carrying out of any Planned Service Reduction;
  - (iii) Force Majeure;
  - (iv) night time transit restrictions, where envisaged by the Applicable Law;
  - (v) Adverse Weather Conditions;
  - (vi) compliance by any person with the Maritime Regulations; or
  - (vii) safety concerns or specific operational needs of the Master or the Terminal Manager.
- e) If, for a particular LNG Carrier, Actual Laytime exceeds Allowed Terminal Laytime (after taking into account any extensions of Allowed Terminal Laytime in accordance with Clause 3.7.3.4b), the Operating Company shall pay to the User, demurrage in the amount of €60,000 per Gas Day for each Gas Day of delay, and pro rata on an hourly basis for any partial Gas Day of delay (**Demurrage**).
- f) If, for a particular LNG Carrier, Actual Laytime exceeds Allowed Terminal Laytime (after taking into account any extensions of Allowed Terminal Laytime in accordance with Clause 3.7.3.4b)) beyond twenty four (24) hours, the Operating Company shall pay to the User an additional sum to compensate the User for excess boil-off from the LNG Carrier for each hour of delay beyond such twenty four (24) hours, determined as follows:
- Cargo volume scheduled to be Unloaded x 0.005% x Monthly Market Price
- g) The sums payable under Clauses 3.7.3.4e) and 3.7.3.4f) for such delay to that LNG Carrier may not in any case exceed an amount equal to the value envisaged by Clauses 3.7.3.4e) and 3.7.3.4f) due for four (4) Gas Days' delay per Unloading. Further, the sums envisaged by Clauses 3.7.3.4e) and 3.7.3.4f) are the sole and exclusive remedies available to the User for the Operating Company exceeding the Allowed Terminal Laytime.
- h) If, for a particular LNG Carrier, Actual Laytime exceeds Allowed LNG Carrier Laytime (after taking into account any extensions of Allowed LNG Carrier Laytime in accordance with Clause 3.7.3.4d)), the User shall pay to the Operating Company Demurrage for each Gas Day of delay, and pro rata for any partial Gas Day of delay as provided in Clause 3.7.3.4e) subject to Clause 3.7.3.5.

### 3.7.3.5 Operating Company Remedies for Delay

- a) If an LNG Carrier fails to unmoor from the Terminal as soon as possible, and by no later than the end of the Allowed LNG Carrier Laytime, the Operating Company may:

- (i) subject to any provisions of the Technical Manuals and the Maritime Regulations, require the LNG Carrier to cease Unloading (if Unloading has not been completed) and/or unmoor from the Terminal and leave the Exclusion Zone; and
  - (ii) take all safe and necessary steps to effect the removal of the LNG Carrier from the Terminal's berth at the User's expense.
- b) In taking any action pursuant to Clause 3.7.3.5a), the Operating Company:
- (i) shall not act in a manner that may be expected to endanger the LNG Carrier, its Cargo or crew; and
  - (ii) shall use reasonable endeavours to permit the LNG Carrier to continue to Unload, provided that, at the Operating Company's discretionary opinion, such continued Unloading does not affect the Operating Company's ability to comply with its obligations to the other Users or conflict with any Planned Service Reduction.
- c) The Operating Company's remedies under Clauses 3.7.3.4h) and 3.7.3.5 shall be considered to be in addition to the compensation for any greater loss caused.

### **3.7.3.6 Incomplete Unloading**

Should it be necessary due to Adverse Weather Conditions, safety or other reasons for an LNG Carrier to leave the Terminal before the Unloading is completed, the Operating Company shall bear no responsibility or liability for any damage to the departing LNG Carrier or to its crew due to the Sloshing of the LNG remaining on board. It is the responsibility of the User to ensure that the LNG Carrier is always able to leave the Terminal in conditions of safety at any time during Unloading by ensuring *inter alia* that the LNG Carrier is designed to operate at all filling levels and that the Master acts in accordance with all necessary procedures and plans for unloading the Cargo, in particular to prevent Sloshing.

### **3.7.4 Priority of the Regasification Service and Late Small Scale Carriers**

#### **3.7.4.1 LNG Carrier delay and waiver of the Small Scale Slot or Complementary Slot**

In the case of a Late LNG Carrier that in any case has the right to moor at the Terminal pursuant to this Chapter 3.7, in order to avoid any or further delays to the next LNG Carriers and in implementation of the principle of the priority of the Regasification Service over the Small Scale Service, the Operating Company may delay the next Small Scale Carriers by deferring the dates envisaged for the relevant Small Scale Slots without the consent of the Small Scale User concerned until such time as the LNG Carriers are no longer delayed in respect of the Arrival Windows envisaged by the Ninety Day Unloading and Loading Schedule.

In the event that a Small Scale Carrier cannot moor at the Terminal on the Day on which the Small Scale Slot was scheduled for reasons not ascribable to the Operating Company or the Small Scale User such as, by way of example, Small Scale Service Adverse Weather Conditions or Force Majeure, the Small Scale Carrier will only be permitted to moor at the Terminal and access the Small Scale Service if this does not interfere with the Unloading operations of an LNG Carrier, in which case, due to the priority assigned to the Regasification Service, the Operating Company may:

- a) postpone the Small Scale Slots to the first Day available after the completion of the Unloading of the LNG Carrier; or
- b) cancel the Small Scale Slot if it cannot be rescheduled before the expiry of the Redelivery Period relating to the Month in which the Small Scale Slots had been scheduled.

In the event that the Operating Company has delayed the Small Scale Slot pursuant to this Clause 3.7.4.1a) for a period subsequent to 11 (eleven) Days (or the Small Scale Carrier cannot receive the Small Scale Service due to the priority assigned to the Regasification Service with a consequent delay of at least 11 - eleven - Days) the User of the Small Scale Service may decide to waive its Small Scale Slot by informing the Operating Company thereof within 2 (two) Days of the date on which the Operating Company informed it of the new date of the Small Scale Slot (or of the date on which the Operating Company informed it of any subsequent further delay). In the event that the Small Scale User exercises its right to waive the Small Scale Slots or the Operating Company cancels it pursuant to Clause

3.7.4.1b), the Small Scale User will no longer be required to pay the Operating Company the Small Scale Charge, without prejudice to the fact that in no case may the Small Scale User avail itself of other remedies in respect of the Operating Company, it being understood and accepted by the Small Scale User that in no case may the Operating Company be held liable for the loss of the Small Scale Slot or for any other consequence arising from the Operating Company's decision to postpone the Small Scale Slot.

The quantities of LNG envisaged to be loaded on to the Small Scale Carrier in relation to the Small Scale Slot that has been waived or cancelled by the Operating Company will be regasified and redelivered to the User or the Small Scale User that owns the quantities of LNG intended for the Small Scale Slot that has been waived or cancelled by the Operating Company, which will regasify and redeliver such quantities in such a way as to cause the least possible harm to the rights of nomination and renomination of the other Users in accordance with Clause 3.4.1.8I).

Where the Operating Company has, for any reason, including the need to receive a Late LNG Carrier, rescheduled the Arrival Window of either a Small Scale Slot or a Complementary Slot, the rescheduling shall follow the priority given by the Gas Year of capacity allocation; where the Gas Year of capacity allocation is the same, the Complementary Slot shall be rescheduled in priority to the Small Scale Slot, even if the Arrival Window of the Small Scale Slot was originally scheduled to be earlier than the Arrival Window of the Complementary Slot, except as provided for by Clause 3.7.4.1.

It is therefore understood that, where the priority assigned to Delivery Slot Users results in the Arrival Window of a Complementary Slot being delayed for more than 11 (eleven) Days (excluding Days of service interruption due to Adverse Weather Conditions or Adverse Weather Conditions of the Small Scale Service or Force Majeure), the Complementary User affected by the postponement may waive its Complementary Slot by giving written notice thereof to the Operating Company within 2 (two) Days of the date on which the Operating Company notifies the User of the new date of the Complementary Slot. If the Complementary User waives the Complementary Slot, the Complementary User shall be released from the obligation to pay to the Operating Company the Fees referred to in Clause 5.2.1.1 relating to the waived Complementary Slot, with the sole exception of the Transportation Service Charges. In no event shall the Complementary User have any other recourse against the Operating Company, it being understood and accepted by the Complementary User that in no event shall the Operating Company be liable for the loss of the Complementary Slot or for any other consequence arising from the Operating Company's decision to defer the Complementary Slot.

#### **3.7.4.2 Late Small Scale Carrier and cancellation of the Small Scale Slot**

The Small Scale User or the Complementary User will directly give, or will ensure that the Ship Owner or the Master of the Small Scale Carrier give, notice to the Operating Company and/or the Operating Company's Group (**Notice of Readiness**), by fax or email, of the mooring and the Unloading as soon as the Small Scale Carrier:

- (i) has arrived at the Pilot Boarding Station;
- (ii) has cleared the necessary formalities with the Maritime Authorities and all other relevant Competent Authorities, has complied with all necessary customs notification requirements and all other necessary authorisations have been obtained including in relation to the requested maritime and port services; and
- (iii) is ready in all respects, including having installed any hose adapters in accordance with the provisions of the Technical Manuals, to moor at the Terminal and commence loading the GNL.

In the event that the Notice of Readiness is sent after 10:00 on the Day on which the Small Scale Slot (or the Complementary Slot) was scheduled or in the event that the User of the Small Scale Service (or the Complementary User) has informed the Operating Company in writing that the Small Scale Carrier will not be able to send the Notice of Readiness by such deadline, the Small Scale Carrier will be considered to be late (**Late Small Scale Carrier**).



Save for the case in which the Late Small Scale Carrier is delayed for reasons ascribable to the Operating Company pursuant to the Regasification Code, the Operating Company may cancel the relevant Small Scale/Complementary Slot or in the event that it considers at its sole discretion that it is able to reschedule the Small Scale/Complementary Slot in the same Month, it may reschedule the relevant Small Scale/Complementary Slots by informing the Small Scale/Complementary User within 2 (two) Days of the moment at which it became aware of the Late Small Scale Carrier, provided that the rescheduling of the Small Scale/Complementary Slot does not affect any of the rights of the other Users or the Small Scale/Complementary Users, in which case the rescheduling of the Small Scale/Complementary Slot will be subject to the consent of the Users or the Small Scale/Complementary Users whose rights will be affected by the rescheduling. In the event that the Operating Company fails to inform the Small Scale User with a Late Small Scale Carrier of the rescheduling, the Small Scale Slot will be deemed to be automatically cancelled and the quantities of LNG envisaged to be loaded on to the Late Small Scale Carrier will be automatically restored as part of the Cargo of the Small Scale User in its capacity as a User of the Regasification Service, without prejudice in any case to the User's obligation to pay the Operating Company the Small Scale Charge and the Variance Charge envisaged by Clause 3.3.6 due to the greater quantity of LNG included in the Regasification Service.

In the event that the Small Scale Carrier cannot moor at the Terminal on the date envisaged for the relevant Small Scale/Complementary Slot for reasons ascribable to the Operating Company, the latter agrees to do everything possible to allow the Small Scale Carrier to moor at the Terminal as soon as possible, without prejudice to the priority of the Regasification Service offered to the Users over the Small Scale Service and over the Regasification Service offered to the Complementary Users. In order to allow the Small Scale Carrier to moor, the Operating Company may delay the subsequent Small Scale Carriers for up to 2 (two) Days without the consent of the relevant Small Scale/Complementary Users, and the Small Scale/Complementary Users expressly accept such risk. Only in the event that the Small Scale Carrier cannot moor within 5 (five) Days of the date envisaged for the Small Scale/Complementary Slot may the Small Scale/Complementary User definitively cancel the Small Scale/Complementary Slot by informing the Operating Company thereof within 2 (two) Days of the date on which the Operating Company has informed it of the new date of the Small Scale/Complementary Slots, without prejudice to the liability of the Operating Company pursuant to Chapter 5.3 In the event that the Operating Company is not informed within the aforementioned deadline of 2 (two) Days, the date of the Small Scale/Complementary Slot notified by the Operating Company will be deemed to be definitively accepted. In the event that the Small Scale/Complementary User accepts the new date for the Small Scale/Complementary Slots, the Operating Company may no longer be held liable for the delay.

### 3.7.4.3 Laytime for the Small Scale Service

a) The allowed laytime of the Operating Company is thirty-two (32) hours, it being understood that in no case may the quantity of LNG that will be loaded on the Small Scale Carrier exceed the capacity associated with the Small Scale Slot and it starts when the Small Scale Carrier is All Fast (as declared by the Master) and the Small Scale Carrier is ready to start loading the LNG, save for any extensions pursuant to Clause b), and ends when the hoses are disconnected (**Allowed Laytime for the Small Scale Service**).

b) Except where the delay is caused by an Operating Company's Default, the Allowed Laytime for the Small Scale Service at the Terminal shall be extended if the delay is due to:

- (i) reasons attributable to the Small Scale Carrier, the Small Scale User, Ship Owner of the Small Scale Carrier or Master or any directors, officers, employees, agents and representatives of the foregoing;
- (ii) the carrying out of any Planned Service Reduction;
- (iii) Force Majeure;
- (iv) night time transit restrictions, where envisaged by the Applicable Law;
- (v) Small Scale Service Adverse Weather Conditions;
- (vi) compliance by any person with the Maritime Regulations;



- (vii) safety concerns or specific operational needs reported by the Terminal Manager or the Master; or
  - (viii) any activity that is required to ensure the priority of the Regasification Service over the Small Scale Service.
- c) The Allowed Laytime to the Small Scale Carrier is 40 (forty) hours, it being understood that in no case may the quantity of LNG that will be loaded on the Small Scale Carrier exceed the capacity associated with the Small Scale Slot and it starts when the Notice of Readiness becomes effective and ends when the Small Scale Carrier has left the Exclusion Zone, subject to any extensions pursuant to Clause 3.7.4.3d) (**Allowed Small Scale Carrier Laytime**).
- d) Except where the delay is caused by the Small Scale User, the Complementary User, or the Small Scale User's Group or the User's Group, the Allowed Laytime of the Small Scale Carrier shall be extended if the delay is due to:
- i) reasons attributable to the Operating Company or to any directors, officers, employees, agents and representatives of the foregoing (including any subcontractors and/or the O&M Contractor);
  - ii) the carrying out of any Planned Service Reduction;
  - iii) Force Majeure;
  - iv) night time transit restrictions;
  - v) Small Scale Service Adverse Weather Conditions;
  - vi) compliance by any person with the Maritime Regulations; or
  - vii) safety concerns or specific operational needs raised by the Terminal Manager or the Master.
- e) If, for a particular Small Scale Carrier, the actual laytime exceeds the Allowed Terminal Laytime (after taking into account any extensions of the Allowed Terminal Laytime in accordance with Clause 3.7.4.3b, the Operating Company shall pay the User demurrage in the amount of five thousand (€5,000) for each Gas Day of delay, and pro rata on an hourly basis for any partial Gas Day of delay (**Demurrage for Small Scale Carrier**).
- f) The sums payable as Demurrage for Small Scale Carrier for such delays to that Small Scale Carrier may not in any case exceed an amount equal to the value envisaged by Clauses 3.7.4.3e) and 3.7.4.3f) due for three (3) Gas Days' delay per Unloading. Further, the sums envisaged by Clauses 3.7.4.3e) and 3.7.4.3f) are the sole and exclusive remedies available to the Small Scale User or Complementary User if the Operating Company exceeds the Allowed Terminal Laytime.
- g) If, for a particular Small Scale Carrier, actual laytime exceeds Allowed Small Scale Carrier Laytime (after taking into account any extensions of Allowed Small Scale Carrier Laytime in accordance with Clause 3.7.3.4d)), the Small Scale User or Complementary User shall pay the Operating Company Demurrage for each Gas Day of delay, and pro rata for any partial Gas Day of delay as provided in Clause 3.7.4.3e), subject to the provisions of Clause 3.7.4.4.

#### **3.7.4.4 The Operating Company's remedies for delay**

- a) If a Small Scale Carrier fails to unmoor from the Terminal as soon as possible and, in any case, by the end of the Allowed Small Scale Carrier Laytime, the Operating Company may:
  - (i) subject to any provisions of the Technical Manuals and the Maritime Regulations, require the LNG Carrier to cease LNG loading operations, even if partially completed, and/or unmoor from the Terminal and leave the Exclusion Zone; and

- (ii) take all necessary and safety measures to remove the Small Scale Carrier from the Terminal's berth at the Small Scale User's expense.
- b) In taking the actions envisaged by Clause 3.7.4.4a), the Operating Company:
  - (i) shall not act in a such a way that such actions may endanger the Small Scale Carrier, its Cargo or its crew; and
  - (ii) shall use all reasonable endeavours to permit the Small Scale Carrier to continue its LNG loading operations, provided that, in the Operating Company's discretionary opinion, the continuation of the loading does not affect the Operating Company's ability to comply with its obligations to the other Users or conflict with any Planned Service Reduction.
- c) The Operating Company's remedies under Clauses 3.7.3.4g) and 3.7.3.5 shall be considered to be in addition to the compensation for any greater loss that may be caused.

#### **3.7.4.5 Allowed delay of Small Scale Carrier**

In the case of delay of a Small Scale Carrier, the Small Scale User holding the relevant Small Scale Slot or the Complementary User holding the relevant Complementary Slot will lose the right to receive the Small Scale Service for that specific Small Scale Slot or the Regasification Service for that specific Complementary Slot.

The Operating Company reserves the right, at its sole discretion, to accept a Late Small Scale Carrier, having verified any impact that its acceptance may have on the other Small Scale Users, on Complementary Users or on the Users.

## Chapter 3.8 - VARIATIONS OF THE REGASIFICATION SERVICE

### 3.8.1 Permitted Regasification Service Variations

The Operating Company shall be entitled to vary the User's Regasification Service in the following circumstances (each of which considered to be a **Permitted Regasification Service Variation**):

- a) a Planned Service Reduction and/or Unplanned Service Reduction within the defined allowances set forth in Chapter 4.1;
- b) a Force Majeure Event affecting the Group of the Operating;
- c) a delivery of Off-Spec LNG or if the LNG in the tanks of the Terminal is Off-Spec LNG in the circumstances set forth in Clauses 3.4.1.8e) and/or 3.4.1.8f) including the cases envisaged by Clause 3.6.4.2d;
- d) LNG Carrier berthing delays and reductions in Gas redelivery in the circumstances set forth in Clause 3.7.2.2;
- e) early berthing of the LNG Carrier and increases in the redelivery of the Gas in the circumstances envisaged Clause 3.7.2.3;
- f) any additional event or specific operational need which, in the discretionary opinion of the Operating Company, makes it appropriate to reduce, modify or postpone the User's Regasification Service in order to protect the health and safety of persons and the integrity and operations of the Terminal, including that envisaged by Clause 3.7.3.6 or in the case in which, for any reasons, the Operating Company has to regasify quantities of LNG that were intended for the Small Scale Service.

### 3.8.2 Variation of the Regasification Service

Service variations other than Permitted Service Variations, as well as Permitted Service Variations notified by the Operating Company with a notice inferior to two (2) days other than those envisaged by Clause 3.8.1b), shall be **Regasification Service Variations** and evaluated and compensated as follows:

- a) The Operating Company may, at its sole discretion, bring forward or delay the Scheduled Arrival Window associated with the User's Delivery Slot other than the Complementary User for up to two (2) Gas Days so long as, in the Operating Company's reasonable determination, having assessed the Ninety Day Unloading and Loading Schedule, such variation will not lead to a cancellation of the Delivery Slot. It is agreed that, if the Arrival Window is postponed, the sole and exclusive remedies available to the User will be the Operating Company's payment of Demurrage and compensation for boil-off in accordance with Clauses 3.7.3.4e), 3.7.3.4f) and 3.7.3.4g).
- b) If the Operating Company cancels the User's Delivery Slot other than the Complementary User or otherwise fails to complete the receipt of the Cargo after the commencement of the Unloading for any reason that is not a Permitted Service Variation, then the User shall be exempted from payment of the Regasification Service Charges (in whole or in proportion to the service received) for such Delivery Slot
- c) The compensation described in Clauses 3.8.2a) or 3.8.2b), as applicable, is the User's sole and exclusive remedy for a delay in the mooring of the User's LNG Carrier or cancellation or termination of the User's Delivery Slot as described above.
- d) In the event that the Operating Company, on a certain Gas Day, redelivers at the Redelivery Point pursuant to Clause 3.4.1.9, a quantity (expressed in MWh/day) other than that which the User other than the Complementary User entered in the Electronic Communications System with regard to the last Redelivery Nomination and/or Renomination exclusively in relation to the Continuous Redelivery Service and such variation is not a Permitted Service Variation, such User will be exempted, in relation to a certain Redelivery Period for Month M, from payment of the Regasification Service Charges in a share calculated in accordance with the following formula::

$$RID^M_k = (CSR^M_k) \times (A^M_k - 0,06 \times CDS^M_k) / CDS^M_k$$

where:

$RID^M_k$  = reduction in € of the Regasification Service Charges applied to the k-th User in Month M;

$CSR^M_k$  = charges in € for the Regasification Service owed by the k-th User in Month M;

$A^M_k$  = sum of the absolute values of the differences (expressed in MWh/day), calculated on each Gas Day of Redelivery Period for Month M, between the quantities actually redelivered to the k-th User and the quantities which the User has entered into the Electronic Communications System with regard to the last possible and non-justifiable Redelivery Nomination and/or Renomination pursuant to a Permitted Variation of the Regasification Service.

$CDS^M_k$  = regasification capacity subscribed by the k-th User in Month M expressed in MWh using the Gross Calorific Value of the quantities of LNG actually Unloaded in Month M.

Considering that if  $A^M_k$  is lower than  $0.06 \times CDS^M_k$ , then  $RID^M_k = 0$

### 3.8.3 Notification of Regasification Service Variations

- a) In the event that a Variation of the Regasification Service occurs the Operating Company will inform the User as soon as possible of the event that has caused the Variation of the Service (in addition to the Variation itself, if this has already occurred) or of its intention to make a Variation of the Regasification Service, and will provide the User with an estimate of the impact that such Variation of the Regasification Service will have on the provision of the Regasification Service.
- b) In particular, the Operating Company will directly provide the User through the Electronic Communications System with an estimate of the quantities which may be redelivered to the User on one or more Gas Days and which the latter will have to consider for the purposes of the Redelivery Nomination and/or Renomination on Gas Days affected by the Variation of the Regasification Service.
- c) It being understood that for the purposes of the application of the provisions of Clause 3.8.2d) 'last possible Redelivery Nomination and/or Renomination' shall mean the quantity notified to the User by the Operating Company and made available to the User through the Electronic Communications System at the latest four (4) hours before the end of the Gas Day on which a Variation of the Regasification Service is envisaged.

It being understood that the provisions of Clause 3.8.2d) constitute the only and exclusive remedy available to the User in the case of a Variation of the Regasification Service and nothing further may be claimed by the User as a consequence of such event.

It being understood that the provisions of Clauses 3.8.2d), 3.7.4.1 and 3.7.4.2 in relation to the postponement of the Arrival Window of a Complementary Slot is the sole and exclusive remedy available to the User in the event of a Variation of the Regasification Service relating to a Complementary Slot and nothing else may be claimed by the User as a consequence of such an event.

## Chapter 3.9 - VARIATIONS OF THE SMALL SCALE SERVICE

### 3.9.1 Permitted Variations of the Small Scale Service

The Operating Company may vary the Small Scale User's Small Scale Service in the following cases (each of which is considered to be a **Permitted Small Scale Service Variation**):

- a) a Planned Service Reduction and/or an Unplanned Service Reduction within the limits envisaged by Chapter 4.1;
- b) a Force Majeure event affecting the Group of the Operating Company;
- c) a delivery of Off-Spec LNG or if the LNG in the tanks of the Terminal is Off-Spec LNG in the circumstances set forth in Clauses 3.4.1.8e) and/or 3.4.1.8f), including the cases envisaged by Clause 3.6.4.2d;
- d) LNG Carrier berthing delays and in any other case in which the variation of the Small Scale Service is necessary to ensure full access to the Regasification Service;
- e) any additional event or specific operational need which, in the discretionary opinion of the Operating Company, makes it appropriate to reduce, modify or postpone the Small Scale User's Small Scale Service in order to protect the health and safety of persons and the integrity and operations of the Terminal, including that envisaged by Clause 3.7.3.6 or in the case in which, for any reason, the Operating Company has to regasify quantities of LNG that were intended for the Small Scale Service.

### 3.9.2 Variation of the Small Scale Service

Service variations other than Permitted Small Scale Service Variations, or Permitted Small Scale Service Variations notified by the Operating Company with less than two (2) days' notice, provided they are different from those envisaged by Clause 3.9.1b), shall be **Small Scale Service Variations** and evaluated and compensated as follows:

- a) The Operating Company may, at its sole discretion, bring forward or delay the scheduled date for the Small Scale Slot by up to two (2) Days provided that, in the Operating Company's reasonable determination, having assessed the Ninety Day Unloading and Loading Schedule, such variation will not lead to a cancellation of such Small Scale Slot. It is agreed that, if the scheduled date for the Small Scale Slot is postponed, the sole and exclusive remedies available to the User will be the Operating Company's payment of Demurrage and compensation for the excess boil-off in accordance with Clauses 3.7.3.4e), 3.7.3.4f) and 3.7.3.4g).
- b) If the Operating Company cancels the Small Scale User's Small Scale Slot or otherwise fails to complete the loading of the LNG on to the Small Scale Carrier after loading has started for any reason that is not a Permitted Small Scale Service Variation, then the Small Scale User shall be exempted from payment of the Small Scale Charge (in whole or in proportion to the quantity of LNG loaded) for such Delivery Slot
- c) The compensation described in Clauses 3.8.2a) or 3.8.2b), as applicable, is the User's sole and exclusive remedy for a delay in the mooring of the User's LNG Carrier or cancellation or termination of the User's Delivery Slot as described above
- d) The compensation described in Clauses 3.9.2a) and 3.9.2b), as applicable, is the Small Scale User's sole and exclusive remedy for a delay in the mooring of the Small Scale User's Small Scale Carrier or cancellation or termination of the Small Scale User's Small Scale Slot as described above.

### **3.9.3 Notification of Small Scale Service Variations**

In the event that a Small Scale Service Variation occurs, the Operating Company will inform the Small Scale User as soon as possible of the event that has caused the Small Scale Service Variation (in addition to the Variation itself, if this has already occurred) or of its intention to make a Small Scale Service Variation, and will provide the Small Scale User with an estimate of the impact that such Small Scale Service Variation will have on the provision of the Small Scale Service.



## **SECTION 4: SCHEDULING AND QUALITY OF THE REGASIFICATION SERVICE**

### **Chapter 4.1 - MAINTENANCE SCHEDULING AND MANAGEMENT**

#### **4.1.1 General aspects**

The purpose of scheduling maintenance, though the scheduling of specific works at the Terminal, is to ensure the regular operation and an appropriate state of repair of the latter, its equipment and all the facilities used to provide the service. In order to carry out the appropriate maintenance work in the utmost safety, complementary operations are required such as, for example: the emptying of pipes or other parts of the Terminal and decontamination, stopping the plant and the subsequent cooling, filling and activation of the plant itself.

The Users and Small Scale Users accept that the aforementioned activities are necessary and may have an impact on the actual availability of the Regasification Service and the Small Scale Service. To such end, the Operating Company agrees to schedule such activities and give adequate prior notice to the Users and Small Scale Users in accordance with the following provisions.

#### **4.1.2 Maintenance Schedule**

#### **4.1.3 The Operating Company shall publish, by 1 August of each year, the Maintenance Schedule for the subsequent Gas Year Scheduling maintenance work**

- a) When scheduling any maintenance work which causes a Planned Service Reduction, the Operating Company shall:
  - (i) to the extent practicable, schedule such work to be carried out between 1 May and 30 September of each Year; and
  - (ii) schedule the work to coincide (as far as practicable) with the execution of any inspection, maintenance, repair, modification, addition, expansion and/or construction of the National Transmission System that may affect the redelivery of Gas to the Redelivery Point.
- b) The number of Gas Days planned for the maintenance work envisaged by the Maintenance Schedule shall be:
  - (i) a maximum of seventy-six (76) Gas Days in the five (5) Gas Year period thereafter, i.e. a number of Gas Days equivalent to a total reduction of the Regasification Service; and
  - (ii) an annual maximum of twenty-eight (28) Gas Days for each Gas Year i.e. a number of Gas Days equivalent to a total reduction of the Regasification Service.

Subject to the foregoing, the Operating Company may schedule and order inspections of the LNG tanks to be carried out by an Approved Certification Company with a duration not exceeding four (4) Gas Days for each Gas Year and which shall be considered to be in addition to the Gas Days planned for maintenance work for each Gas Year. At least [two (2)] Gas Days prior to such tank inspection, the Users shall be obliged to empty at least one tank as directed by the Operating Company pro rata based on their Percentage Shares on the relevant Gas Days.

#### **4.1.4 Amendments to the Maintenance Schedule**

At least (2) Months prior to carrying out any maintenance, the Operating Company will inform the Users and Small Scale Users of the dates on which the relevant maintenance work is scheduled with an indication of the reduction of the Regasification Service and the Small Scale Service. Any subsequent changes to the dates of such work will be notified by the Operating Company to the Users and Small Scale Users as soon as possible and in any case attempting to minimise the effects on the scheduling of the Unloading.

#### **4.1.5 Unplanned Service and Small Scale Service Reduction**

The Operating Company may carry out additional work, inspections, maintenance, repairs and modifications other than and in addition to the works envisaged in the Maintenance Schedule provided that the consequent Unplanned Service Reductions do not result in a delay of a Confirmed Cargo that exceeds two (2) Gas Days. The Operating Company will publish the updated Maintenance Schedule on its website as soon as possible taking into account such Unplanned Service Reduction and the provisions of Clause 3.8.2a) will apply.

The Operating Company may also carry out additional work, inspections, maintenance, repairs and modifications other than and in addition to the works envisaged in the Maintenance Schedule provided

that the consequent Unplanned Service Reductions do not result in a delay of the Small Scale Slot of more than eleven (11) Days. The Operating Company will be required to inform the Small Scale User concerned of the Unplanned Small Scale Service Reduction as soon as possible.

## Chapter 4.2 - OPERATIONAL COORDINATION

In order to ensure the operational coordination between the Regasification and Transportation Services envisaged by article 16, paragraph 1 of TIRG, the Operating Company, in its capacity as a regasification company, will coordinate with SRG, in its capacity as a transportation company, with particular regard to the following activities:

- monthly/weekly/daily scheduling of the quantities expected to be redelivered at the Redelivery Point and injected into the National Transmission System;
- Allocation among the various of the users of the transportation of the Gas injected into the National Transmission System;
- Management of emergencies;
- Management of the measuring facility at the Redelivery Point in accordance with the applicable statutory provisions.
- Any other activity for which coordination is envisaged between the Operating Company and SRG in accordance with the provisions of the Regasification Code and the Network Code.

Moreover, in order to reduce disservices for Users, the Operating Company and SRG will, where possible, jointly determine the scheduling of their respective maintenance work.

## Chapter 4.3 – QUALITY OF THE REGASIFICATION SERVICE

### 4.3.1 Introduction

The Operating Company has adopted a policy designed to reach and maintain a high standard of quality so as to ensure for all Users an adequate standard of reliability in the provision of the Regasification Service in compliance with the safety and environmental laws and in accordance with International Standards.

The fundamental principles to which the Operating Company adheres in order to ensure an adequate level of satisfaction of the User's needs in relation to:

- Efficiency of the Regasification Service;
- Continuity of the Regasification Service;
- impartial treatment;
- safety, health and environment;
- Participation;
- Information;
- Commercial quality;

are listed below

Therefore, the Operating Company has adopted a HSEQ (Health, Safety, Environmental and Quality) policy and has undertaken, *inter alia*, to

- meet the management system requirements for quality, environment, health, safety and corporate responsibility and continually improve their effectiveness;
- strictly comply with the legislative requirements for employment protection, health and safety in the workplace and guarantee the protection of workers' rights;
- strictly comply with the legislative safety requirements and which protect the environment in the surrounding area;
- take, including with its suppliers, all the measures technically possible to prevent injuries and accidents and to protect safety, the environment and persons;
- promote and disseminate a culture based on the satisfaction of the Users and the workers;
- continually improve the company's processes, services and performance, to render them increasing effective and efficient;

- enhance and enrich the experience and knowledge of its staff through training and awareness at all levels;
- constantly monitor both internal company processes and those outsourced, promoting at all levels an adequate awareness of health, safety, environmental and corporate responsibility issues;
- disseminate inside and outside the company a philosophy of quality, protection of the environment, health, safety and social responsibility, in particular by promoting a dialogue with the interested parties to ensure transparency and clarity in its dealings.

In order to implement such commitments, the Operating Company shall adopt an integrated management system in accordance with UNI EN ISO 9001, UNI EN ISO 14001, UNI EN 45001 and SA 8000.

#### **4.3.2 Fundamental principles**

The fundamental principles to which the Operating Company adheres to reach its objective of satisfying its Users' expectations are identified below.

##### **4.3.2.1 Efficiency of the Regasification Service**

Such principle requires the identification of organisational, procedural and technological solutions than can bring the Regasification Service in line with market requirements.

##### **4.3.2.2 Continuity of the Regasification Service**

In the event that interruptions of the Regasification Service occur due to, by way of example and without limitation, emergency situations, the Operating Company will take action to limit the consequences of such events, informing the Users of such interruptions and adopting any measures that may be deemed necessary to restore the Regasification Service.

##### **4.3.2.3 Impartial treatment**

The Operating Company guarantees compliance with the principles of objectiveness, neutrality, transparency and impartiality and non-discrimination in the operation of the Terminal and, more generally, in its company activities.

##### **4.3.2.4 Safety, health and environment**

The Operating Company is committed to conducting its business and providing the Regasification Service with respect for safety, the environment and health.

In the specific area of environmental protection, the Operating Company makes its contribution to climate protection and undertakes to assess the significant aspects of its activities and to reduce their impact. In particular, the Operating Company agrees to take all possible steps:

- to significantly reduce its air emissions, where this is technically and economically possible, through continual improvement processes and prevention strategies;
- not to exceed the emissions thresholds envisaged for waste water and where possible purify waste water before it is discharged into the receiving waters;
- monitor the marine ecosystem and preserve the associated environmental matrices;
- exploit the energy in an efficient a manner as possible, through measured saving programmes;
- reduce its consumption of harmful fuels and optimise the production process in which they are used.

In the specific context of the protection of safe and healthy working conditions, the Operating Company shall help to mitigate the impacts on safety through the participation and consultation of its workers and those of its suppliers.

In particular, the Operating Company agrees to do as much as possible to:

- improve its safety culture by encouraging workers to report any dangers, risks and anomalies;
- work to reduce accidents with the objective of reducing as far as possible accidents and/or injuries;

- continually eliminate dangers and/or reduce risks.

The HSEQ policy, together with the Relevant Accident Prevention Policy (PIR) document, is in line with the fundamental principles of the European Directive 96/82/EC (Legislative Decree no. 105/2015), to which must be added the objectives of protecting workers' health and the rules on environmental protection laid down by Legislative Decree no. 152/2006 as subsequently amended. All of which is guaranteed by the application of management criteria that comply with this policy and that of its suppliers.

In particular, the Operating Company has set the following objectives:

- continually update risk analyses and the assessment of new risks, with the aim of eliminating such risks and, where not possible, reducing them;
- prevent dangerous situations or incidents and eliminate, where possible, any situations of danger, ensuring that the risk arising from the Terminal's activities is as low as is reasonably possible in light of current knowledge and technologies;
- enhance and enrich the experience and knowledge of the staff through training and awareness at all levels, especially in relation to safety issues;
- give the utmost importance to health, hygiene and safety in the workplace, assessing and eliminating potential risks and, in the event that this is not possible, implementing adequate prevention and protection measures;
- minimise the impacts of any relevant incident through the timely and proper application of the envisaged protection measures;
- improve the reliability of the Terminal and its processes through the use of cutting-edge machinery and technologies and targeted and preventive maintenance of facilities defined as critical.

#### **4.3.2.5 Participation**

A process for updating the Regasification Code is envisaged, which is open to participation of all eligible parties, which may submit proposals for the amendment/supplement of the document in accordance with the provisions of Chapter 6.2.

#### **4.3.2.6 Information**

The Operating Company will make available to each User, through the Electronic Communications System, information regarding its Capacity Agreement, and any other information on its relationship with the Operating Company.

#### **4.3.3 Areas of intervention**

In order to assess the achievement of the aforementioned objectives, listed below are certain areas in which parameters and indicators which adequately reflect the technical and commercial standards of quality shall be identified and monitored.

#### **4.3.4 Commercial quality standards**

Some of the main areas that allow the determination of the quality of the services provided by the Operating Company from a commercial standpoint may be identified as follows:

1. Procedures and timing for responses to requests for clarification on aspects pertaining to:
  - access to the Regasification Service;
  - allocation and transactions of Regasification capacity;
  - allocation;
  - invoicing.
2. Responses to complaints regarding invoices for the Regasification Service;
3. Compliance with the timings envisaged by the Regasification Code;
4. Assessment of the level of User satisfaction, through special surveys.

#### **4.3.5 Technical quality standards**

Some of the main areas that allow the determination of the quality of the services provided by the Operating Company from a technical standpoint may be identified as follows:

1. compliance with the limits set in the Regasification Code for the Planned Service Reduction and the Unplanned Service Reduction;
2. use of measuring instruments (quantity and quality) that guarantee increasingly higher levels of precision and reliability;
3. emergency service to guarantee the safe operation of the Terminal and, where possible, the continuity of the Regasification Service in case of emergency.

#### 4.3.6 Standards of quality of the Regasification Service

The standards of commercial and technical quality of the Regasification Service provided by the Operating Company are described below.

The Operating Company monitors the standards and provides the ARERA, by 31 December of each Year, with information and data on the performance of such standards over the course of the previous Gas Year.

#### 4.3.7 Guaranteed standards of commercial quality of the service contained in the Regasification Code:

Area	Deadlines subject to guaranteed standards
Allocation after start of Gas Year (Clause 2.1.8)	Deadline for the publishing, by the Operating Company, of the Available Delivery Slots
Transfer of Regasification capacity (Clause 3.2.2)	Deadline for the acceptance, by the Operating Company, of the regasification capacity transfer request
Invoicing (Clause 5.2.2)	Deadline by which the Operating Company issues the invoices relating to the invoicing Month

#### 4.3.8 Guaranteed standards of technical quality of the service contained in the Regasification Code:

Area	Deadlines subject to guaranteed standards
Planned Service Reduction (Clause 4.1.3)	Maintenance work that determines a total reduction of the Regasification Service
Planned Service Reduction (Clause 4.1.3)	Maintenance work that determines a total reduction of the Regasification Service
Regasification Service Reduction (Clause 4.1.3)	Inspections of the LNG tanks



## SECTION 5: ADMINISTRATION

### Chapter 5.1 - TAX AND CUSTOMS REGULATIONS

#### 5.1.1 Tax

##### 5.1.1.1 Value added tax and other taxes

All the amounts payable by a Party are deemed to be exclusive of any VAT which may be payable. If VAT or other taxes are chargeable on any service provided by the Operating Company, the Party making the payment (the **Relevant Party**) shall pay to the Party receiving the payment (the **Recipient**), in addition to payment of the amount due, an amount equal to the VAT and other taxes due. Any amount of VAT payable shall be paid upon presentation of a valid VAT invoice.

##### 5.1.1.2 Excise duties

Excise duty is the duty imposed on Gas: in particular, pursuant to Legislative Decree no. 504/95, the product is subject to the duty when it is released for consumption, at a rate that varies according to its use (civil, industrial, other uses). The entities that are normally required to pay the duty in question are those that sell the product directly to consumers or consumers that use the dedicated infrastructure to transport their product. The Gas consumption required for the activities associated with the operation of the Terminal, i.e. both that required for the basic operation of the Terminal and that associated with the provision of the Regasification Service, is not considered to give rise to excise duty since such uses are connected with the regasification activity. The Gas consumption required for the Small Scale Service is not considered to give rise to excise duty since such uses are connected to shipping.

##### 5.1.1.3 No deduction or withholding

Each Party shall pay all sums payable by it free and clear of all deductions or withholdings in respect of tax unless any Applicable Law requires the paying Party to make such a deduction or withholding. In such case, the Party liable to make such payment shall pay such deducted or withheld amount to the Recipient as shall ensure that the net amount the other Party receives equals the full amount which it would have received had the deduction or withholding not been required. However, if the Beneficiary that has incurred the deduction or the withholding is entitled to a tax credit, the Party responsible for the payment shall not pay the Beneficiary the deducted and withheld amount up to the amount of such tax credit.

##### 5.1.1.4 Payment of tax

- a) The User shall be responsible for any fulfilment, documentation and obligations relating to the delivery and importation of the LNG and Gas.
- b) The User shall pay (or reimburse the Operating Company for payments made by the Operating Company with respect to), and shall indemnify and hold harmless the Operating Company from and against all taxes, duties, levies, fines, royalties, imposts or other charges (howsoever named) levied or imposed by the laws of Italy or any Competent Authority, on the User's LNG and Gas, and on the handling, transportation or use of the User's LNG and User's Gas which the Operating Company is required to pay or collect under any Applicable Law other than any fines levied against the Operating Company as a result of any non-fulfilment of its obligations.
- c) The Operating Company shall also be held harmless and indemnified by the User from and against all taxes, duties, levies, fines, royalties, imposts or other charges (howsoever named) levied or imposed by the laws of Italy or a Competent Authority, as a consequence of any incorrect, incomplete, inaccurate, omitted or late tax returns, declarations and/or communications, or of any incomplete, omitted or late payments or other obligations of whatsoever nature which should have been complied with by the User or any member of User's Group.
- d) This Clause 5.1.1.4 shall not require either Party to be responsible for any generally applicable corporate or direct tax, or any similar tax on profits or gains levied or imposed on the other Party by any governmental or tax authority.

#### 5.1.2 General provisions

Should any delay in complying with the customs duties, procedures or requirements by the User or any member of User's Group lead to a consequent delay in the Operating Company performing any of its obligations, the User shall be responsible for any possible obligation and expenses relating thereto,

save for any obligations, including any in respect of third parties, and expenses which would have in any case been discharged by the Operating Company.

## Chapter 5.2 - INVOICING AND PAYMENT

### 5.2.1 Charges for the services

#### 5.2.1.1 Charges

- a) the Regasification Service Charges, Adjustments, the Small Scale Service Charge and Transportation Service Charges shall be the sole consideration payable by the User and by the Small Scale User for all services and other activities to be made available and/or performed by the Operating Company during the period of validity of the Capacity Agreement.
- b) During the validity of the Capacity Agreement or Small Scale Agreement, the User or Small Scale User shall pay the following sums on a monthly basis:
  - (i) the Regasification Service Charges;
  - (ii) any Adjustments;
  - (iii) the Transportation Service Charges;
  - (iv) Flexibility Service Charges; and
  - v) Small Scale Service Charge.
- c) In addition to the payment of the amounts referred to in Clause 5.2.1.1b), for the entire duration of the Capacity Agreement, the User will pay the Operating Company a quantity of Gas to cover Consumption and Losses in accordance with Clause 3.4.2.

#### 5.2.1.2 Payment Obligation

In every Month during the validity of the Capacity Agreement, the User shall pay the Charges in full, whether or not the User schedules or fails to schedule the delivery of its Cargoes, schedules or fails to schedule the redelivery of its Gas at the Redelivery Point, or exercises or fails to exercise its full entitlement to the Regasification Service or, in the case of a Small Scale User, does not avail itself of the Small Scale Service for the Small Scale Slots of which it is the holder over a particular period or for the entire duration of the Capacity Agreement irrespective of the reasons which prevented the exercise or use thereof, subject to the fact that the Charges will be payable to the Operating Company due to the provision of the Regasification Service or Small Scale Service.

#### 5.2.1.3 Regasification Service Charges

The User will be charged the following Regasification Service Charges, determined following the ARERA's approval and/or determination or as a result of the procedures envisaged by Title II TIRG, and will be paid by the latter pursuant to Clause 5.2.2:

- (i) the charge associated with contractual quantities of LNG expressed in Euro/m<sup>3</sup><sub>liq</sub>/year as defined following the results of the procedures envisaged by Title II TIRG; and
- (ii) Crs charge corresponding to the unitary charge to cover the restoration costs expressed in Euro/m<sup>3</sup><sub>liq</sub>/year.
- (iii) C<sub>ETS</sub> charge corresponding to the unitary charge to cover costs related to the emission trading system expressed in Euro/m<sup>3</sup><sub>liq</sub>/year.

#### 5.2.1.4 Adjustments

- a) The Operating Company shall invoice the User in accordance with Clause 5.2.2 in respect of the following amounts:
  - (i) any amounts in relation to Off-Spec LNG due from the User to the Operating Company in accordance with Clause 3.6.4.2c;
  - (ii) any Demurrage, payments and/or compensation in respect of the excess boil off payable by the User to the Operating Company under Clause 3.7.3.4;
  - (iii) any amount relating to the variance charges owed by the User to the Operating Company in accordance with the provisions of Clauses 3.3.5 and 3.3.6;
  - (iv) any amount relating to the annual revaluation of the Regasification Service Charges as determined by the Italian National Institute of Statistics (ISTAT) referred to in Clause 5.2.1.3(i)

- (v) any other amount due by the User under the Regasification Code;
- (vi) any credit accrued annually by the User at the end of a Gas Year under Clause 3.8.2 in relation to a Variation of the Regasification Service;
- (vii) any credit accrued by the User at the end of a Gas Year under Clauses 3.7.3.4e), 3.7.3.4f) and/or 3.7.3.4g), in respect of any Demurrage and/or excess boil off.
- (viii) any credit accrued by the User pursuant to Clause 3.6.5.2; and
- (ix) any other credit accrued by the User under the Regasification Code.

b) The amounts that are due and payable by the User to the Operating Company in accordance with Clause 5.2.1.4a) shall be collectively referred to as the **Adjustments**.

#### 5.2.1.5 Transportation Service Charges

Subject to amendments of the Applicable Law, the User shall be charged the following Transportation Service Charges, which will be paid by the User in accordance with Clause 5.2.2.

a) The fixed Transportation Service Charge is calculated as follows:

The transport capacity associated with the regasification capacity of user  $k$  in period  $p$  is calculated as follows:

$$Cap_{k,transport} = SO^{Max} \cdot \frac{Cap_{k,p} \cdot NG_a}{ACQ_{Tot} \cdot NG_p}$$

where:

- $SO^{MAX}$ : maximum daily send out of the Terminal;
- $Cap_{k,p}$ : regasification capacity of user  $k$  in period  $p$  to which the transportation capacity booking refers;
- $ACQ_{TOT}$ : annual regasification capacity offered by the Operator in the Gas Year;
- $NG_a$ : number of Days in the Gas Year;
- $NG_p$ : number of days in period  $p$  to which the transportation capacity booking relates.

i) And therefore any User, including the Peak Shaving Service Provider, will be charged and must pay pursuant to Clause 5.2.2 a charge calculated, for Month  $m$ , according to the following formula:

$$Charge_{k,transport} = \alpha \cdot Cap_{k,transport} \cdot Cpe_{OLT} \cdot \frac{NG_m}{NG_a}$$

where:

- $\alpha$ : the multiplication coefficient applicable by SRG in the case of allocation of monthly, quarterly or semi-annual transport capacity.
- $Cpe_{OLT}$ : the monthly unitary capacity charge for the LNG OLT Livorno Entry Point.
- $NG_m$ : number of Days in month  $m$  to which the transportation capacity charge refers;
- $NG_a$ : number of Days in the Gas Year.

b) Variable Transportation Service charge:

where envisaged by the Applicable Law, the User will be charged and will pay, pursuant to Clause 5.2.2, its share of the variable charge charged by SRG based on the quantities actually redelivered to the User at the Redelivery Point during the Month prior to that of invoicing

c) **Other Transportation Service Charges**

Any other fees, charges, costs and/or expenses, attributable in whole or part to the User and charged by SRG to the Operating Company and paid by the Operating Company under the Transportation Contract shall be charged to and paid by the User, unless and to the extent such costs and/or expenses arise as a direct result of an Operating Company breach or default in which case the Operating Company shall bear such costs and/or expenses. If such fees, charges, costs and/or expenses are attributable to all Users then such fees, charges, costs and/or expenses shall be charged to and paid by the Users pro rata based on their respective transportation capacity booked. If any such fees, charges, costs and/or expenses arise as a result of a breach or default by User, such User shall be liable to pay such fees, charges, costs and/or expenses in proportion to its respective fault.

**5.2.1.6 Small Scale Service Charge**

The Small Scale User will be charged the Charge for the Small Scale Service, accepted by the Small Scale User and determined following the Small Scale Slot allocation processes published by the Operating Company on its website and in accordance with the principle of impartiality and non-discrimination.

The Small Scale Service Charge is fixed and invariable irrespective of the quantity of LNG that will be loaded by the Operating Company, without prejudice to the Small Scale User's obligation to load on to the Small Scale Carrier the quantities that will have to be notified to the Operating Company by the deadline envisaged by Clause 3.3.2.3.

**5.2.1.7 Flexibility Service Charges**

- a) The User which has been assigned the right to use the Extended Storage Service will be charged the Charge for the Extended Storage Service determined following ARERA's approval pursuant to article 12 TIRG (or in any case pursuant to the applicable regulations) in the context of the allocation processes that will be put in place by the Operating Company and published on its website. The Extended Storage Service Charge will be paid by the User according to the procedure and timing published by the Operating Company on its website.
- b) The User that has exercised its right of Redelivery Nomination or Redelivery Renomination will be charged the Charge for the Nomination Flexibility Service on the daily quantities covered by the Redelivery Nomination or Redelivery Renomination.
- c) The Virtual Liquefaction Service User receiving the Virtual Liquefaction Service shall be charged the Virtual Liquefaction Service Charge applicable for the period for which the relevant service was requested.

**5.2.2 Invoicing**

**5.2.2.1 Invoices issued by the Operating Company**

- a) As regards the payments due by the Continuous Capacity User to Operating Company listed below, the Operating Company will issue an invoice to the Continuous Capacity User according to the following timing:
  - i) invoices relating to the Regasification Service Charges and the Fixed Transportation Service Charge shall be issued by the tenth (10<sup>th</sup>) Day of the Month to which the charges refer; and
  - ii) invoices relating to the Variable Transportation Service Charges shall be issued by the tenth (10<sup>th</sup>) Day of the Month subsequent to the end of the Month to which the charges refer;
  - iii) invoices relating to the Adjustments envisaged by Clause 5.2.1.4a), shall be issued as soon as all the information required for the relevant calculation is available;

- iv) invoices relating to the Flexibility Service Charges will be issued by the tenth (10<sup>th</sup>) Day of the Month subsequent to the end of the Month to which the charges refer.
- b) As regards the payments due to the Operating Company by a User other than a Continuous Capacity User, the Operating Company will issue an invoice according to the following timing:
  - i) the invoice relating to the regasification capacity allocated on the monthly basis and contained in the relevant Capacity Agreement and taking into account both the Regasification Service Charges and the applicable Fixed Transportation Service Charge will be issued by the end of the Month to which the charges refer;
  - ii) invoices relating to the Variable Transportation Service Charges shall be issued by the tenth (10<sup>th</sup>) Day of the Month subsequent to the end of the Month to which the charges refer; and
  - iii) invoices relating to the Adjustments envisaged by Clause 5.2.1.4a), shall be issued as soon as all the information required for the relevant calculation is available.
- c) The Operating Company shall issue an invoice to a User other than a Continuous Capacity User in relation to the regasification capacity allocated on the monthly basis and contained in the relevant Capacity Agreement and taking into account both the applicable Regasification Service Charges and Transportation Service Charges. Such invoice will be issued by the tenth (10<sup>th</sup>) Day of the Month subsequent to the end of the Month to which the charges refer, while any Adjustments envisaged by Clause 5.2.1.4b) will be invoiced as soon as all the information required for the relevant calculation is available.
- d) Each Month the Operating Company shall invoice the User an amount relating to the quantities of Gas withheld to cover Consumption and Losses considering a conventional price equal to the Monthly Market Price. The User shall debit back the Operating Company by issuing an invoice for the same amount indicated in the above mentioned Operating Company's invoice. This provision is made only for the purposes of complying with the applicable VAT provisions regarding barter transactions, it being understood that, from a substantive viewpoint, the quantities of Gas withheld to cover Consumption and Losses represent a consideration in kind, and are therefore part of the global remuneration paid to the Operating Company by the User for the service provided.
- e) Each User is required to pay in kind to SRG through the Operating Company, the quantities of Gas to cover the needs of Gas consumption and losses of the National Transmission System; possible differences on the amounts paid to SRG, if any, will be subject to adjustments through issuance of invoices and / or credit notes. To such end, the Operating Company shall issue a VAT invoice to the User for the Gas used by SRG, determined in its Network Code. In turn, the User will issue a balancing invoice to the Operating Company for the same amount.
- f) With regard to the payments owed by the Small Scale User to the Operating Company listed below, the Operating Company will issue an invoice to the Small Scale User according to the timing indicated below:
  - (i) invoices relating to the Small Scale Service Charge will have to be issued by the tenth (10<sup>th</sup>) Day of the Month subsequent to the end of the Month to which the charge refers; and
  - ii) invoices relating to any Transport Service Charges will be issued by the tenth (10<sup>th</sup>) Day of the Month subsequent to the end of the Month to which the charges refer.

#### **5.2.2.2 Operating Company's right to offset payment**

In the event that any User or Small Scale User has failed to pay the amounts due in relation to any invoice issued in accordance with the timing specified by Clause 5.2.2.4 (and such amounts have not been contested pursuant to Clause 5.2.2.6), the Operating Company may offset such credit against any amounts due by the Operating Company to the User or a Small Scale User, in relation to such invoice.

#### **5.2.2.3 Right to offset payment**

In the event that the Operating Company has failed to pay the amounts due in relation to any invoice issued in accordance with the timing specified by Clause 5.2.2.4 (and such amounts have not been contested pursuant to Clause 5.2.2.6), the User or a Small Scale User may offset such credit against any amounts due by the User by the Operating Company, in relation to such invoice .

#### **5.2.2.4 Payment**



- a) All invoices shall be paid within twenty (20) calendar Days of receipt or settled to the extent permitted in Clauses 5.2.2.2 and/or 5.2.2.3. Any payment that is due to be made on a Day that is not a Business Day shall be due by the last Business Day prior to the expiry date.
- b) All payments shall be made in Euro.
- c) All payments shall be made in cleared funds by wire transfer to the bank accounts as designated by the Operating Company and the User, ensuring that they are available in the beneficiary's current account by the expiry date. . No sum will be deducted or withheld from the amount in connection with the transfer of money; such costs will be borne by the Party making the payment. Any cost relating to the transfer of the money to the current account, charged by the bank of the Party receiving the payment to the latter's account, will instead be borne by the latter
- d) The bank account shall be specified in the invoice.

#### **5.2.2.5 Adjustment of Errors**

- a) Without prejudice to Clauses 5.4.2 and 5.2.2.6, if an error is found by either Party in the amount shown as due in any invoice, such Party shall promptly notify the other Party in writing of such error. If (i) both Parties jointly, or (ii) if an Expert Determination or award of an arbitral tribunal issued pursuant to Clause 5.4.2.4 determine that an error has been made in any invoice, then the Party issuing the incorrect invoice shall promptly issue a statement of adjustment correcting any such error. If the erroneous invoice:
  - (i) has not been paid by the receiving Party either to the other Party, then the other Party shall promptly issue a new invoice (and shall cancel the previous incorrect invoice) for the outstanding amount; or
  - (ii) has been paid by the receiving Party, then any adjustment shall be paid by the Party owing payment to the other Party within ten (10) Business Days of the date of the statement of adjustment. It being understood that no bank interest will be paid on the adjustment amount.

#### **5.2.2.6 Invoicing disputes**

- a) Except in the case of any material manifest error in an invoice or the nullity, annullability and termination of the Capacity Agreement or the Small Scale Agreement as envisaged by article 1462 Italian Civil Code, the Parties may not postpone or suspend the payment of any invoice by reason of any claims, complaints or objections against the other Party or by reason of any pending dispute with the other Party, subject to compensation for damage arising from the default.
- b) When any sum is the subject of a dispute the Party disputing the sum shall by not later than five (5) Business Days before the required payment date notify the other Party of the sum in dispute (giving details of the reasons for the dispute) and shall in any case pay the other Party, which shall only use such sums in the manner envisaged by Clause 5.2.2.6d).
- c) Within thirty (30) Days from the date of the notification referred to in Clause 5.2.2.6b) the Operating Company and the User or Small Scale User shall endeavour in good faith to resolve the dispute and the Party making such payment undertakes not to commence any proceedings in respect of such dispute until the expiry of such thirty (30) Day period. Unless the dispute has been resolved during such thirty (30) Day period, the procedure according to Clause 5.4.2 shall apply.
- d) After settlement of the dispute, any sum agreed or adjudged to be due and payable to the Party that sent the notice envisaged by Clause 5.2.2.6b) shall be paid to it within five (5) Days of the date of resolution of the dispute.

#### **5.2.2.7 Late Payment**

All amounts properly invoiced by and due and payable to the other Party which have not been paid by the due date shall bear default interest on a Daily basis from and including the Day following the payment due date will produce default interest on a daily basis, starting from and including the Day following the expiry date, up to and including the Day on which payment is actually received by the other Party, at a percentage rate per annum equal to EURIBOR plus eight percent (8%). If the default interest so determined exceeds the limit determined by the Ministry of Economy and Finance pursuant to Law no. 108 of 7 March 1996, default interest shall be payable at the maximum rate permitted by Italian law.

## Chapter 5.3 - LIABILITY OF THE PARTIES

### 5.3.1 Liability

#### 5.3.1.1 The User's and Small Scale User's liability in respect of the Operating Company

Subject to the application of Clause 3.6.1.2b) for any damage or loss suffered in relation to the LNG and/or Gas owned by the User or the Small Scale User, of Clause 5.3.1.2 for the compensation of loss of revenue, of Clause 5.3.1.4 applicable to claims by third-party owners of the LNG filed against the Operating Company and, finally, any liability due to the pollution and contamination of the environment, the User or the Small Scale User will be liable and shall compensate the Operating Company for any Losses suffered due to: i) a User's or Small Scale User's Default pursuant to Clause 5.3.2.1, or a Default by a member of the User's Group or a member of the Small Scale User's Group, ii) the User's LNG Carrier or the Small Scale User's Small Scale Carrier, which causes damage to the Operating Company (such as, for example, damage to the Terminal, including the systems and/or equipment installed or otherwise used at the Terminal and the Spool Pieces), or any physical injury to persons.

Subject to the non-application of the limitations established in the LLMC which the User and the Small Scale User expressly waive, the User and the Small Scale User may limit their liability pursuant to this Clause up to the amount of one hundred and fifty million Euro (€ 150,000,000) per individual event. In the event that the Operating Company, or a third party, is complicit in the event that caused the damage, the User's or the Small Scale User's limitation of liability up to the amount of one hundred and fifty million Euro (€ 150,000,000) will not be reduced in proportion, but will apply in full for the entire share of liability of the User or the Small Scale User.

#### 5.3.1.2 Liability for loss of revenue

In addition to the User's and Small Scale User's liability pursuant to Clause 5.3.1.1, in the event that a User's or Small Scale User's Default pursuant to Clause 5.3.2.1, including any act, action or wilful or negligent omission by the User or Small Scale User, or of a member of the User's Group or of the Small Scale User's Group in breach of its obligations, affects the Operating Company's ability to provide the Regasification Service and/or Small Scale Service (each of which, a **Relevant Event**), the User or the Small Scale User:

- a) will continue to pay the Charges; and
- b) will pay the Operating Company an amount equal to 80% of the Charges (meaning Regasification Service Charges for the purposes of this Clause those which would have been due by applying the regasification tariff approved and/or determined by ARERA for the Terminal for the period concerned) that the Operating Company would have accrued if it had fully allocated the regasification capacity or the Small Scale Slots in the period in which the Terminal was unavailable, to be defined, pursuant to article 1382 Italian Civil Code, as an indemnity agreed by the Parties for the loss of revenue suffered by the Operating Company due to its inability to provide the Regasification Service and/or the Small Scale Service, it being of no importance whether it is actually possible to allocate the regasification capacity or the Small Scale Slots on the relevant market. The User or the Small Scale User may only be held liable pursuant to this Clause 5.3.1.2b) in relation to each Relevant Event for a period of two (2) years starting from the date on which the Relevant Event occurred and, in any case, for an overall amount not exceeding one hundred and fifty million Euro (€ 150,000,000).

In the event that several Users or Small Scale Users are liable in respect of the Operating Company for the compensation of loss of revenue for the same period of time, each User or each Small Scale User will be liable exclusively for its own share of the amounts envisaged by Clause 5.3.1.2b). Unless proven otherwise, the complicity of several Users or Small Scale Users in causing the damage is presumed to have occurred in equal measure among them.

#### 5.3.1.3 The Operating Company's liability in respect of the User and the Small Scale User

The Operating Company will be liable for and will compensate the User or the Small Scale User exclusively for Losses arising from an Operating Company's Default, including any action or negligent omission by the Operating Company or by any member of the Operating Company's Group which causes damage to the User or Small Scale User such as, for example, damage to the LNG Carrier or the Small Scale Carrier, including the systems and/or equipment installed or otherwise used on the LNG Carrier or the Small Scale Carrier, or any physical injury to persons.

The Operating Company limits its liability under this Clause to the amount of four million Euro (€ 4,000,000) per individual event. In the event that the User or Small Scale User, or a third party, is complicit in the event that caused the damage, the limitation of the Operating Company's liability to four million Euro (€ 4,000,000) will not be reduced in proportion, but will apply in full for the entire share of liability of the Operating Company.

The Operating Company may apply any limitations of liability envisaged by the LLMC (irrespective of ratification by Italy) that are more favourable than those regulated by this Clause 5.3.1.3.

#### **5.3.1.4 Liability to third party owners of LNG**

If a third party that is owner of all or part of the LNG or of regasified Gas by the Operating Company on behalf of a User or a Small Scale User or any other title that entitles said party to bring a legal against the Operating Company, brings any claim arising out of or in connection with such LNG or Gas for any reason against the Operating Company or any member of the Operating Company's Group, the User or the Small Scale User shall indemnify, defend and hold harmless the Operating Company from and against any Loss and loss of revenue arising from such claim.

#### **5.3.1.5 Notification and conduct of claims**

a) A Party (the **Seeking Party**) seeking to be indemnified by the other Party under an indemnity shall notify the other Party (the **Notified Party**) of:

- (i) any claim for indemnification pursuant to or in connection with the Regasification or Small Scale Service (including any claim by any third party); or
- (ii) any circumstances which may, with a reasonable degree of probability, give rise to a claim for indemnification.

In each case as such as reasonably practicable after becoming aware of the same.

b) In the case of any action or claim which has been brought against a Seeking Party by a third party in respect of any such matter, the Notified Party shall be entitled at its expense to assume the defence thereof in place of the Seeking Party. In such circumstances, the Seeking Party shall provide the Notified Party with such information and assistance as the Notified Party shall reasonably request. If the Notified Party assumes the defence of the relevant claim or action, it shall not be liable for any settlement thereof which is made without its consent. The Notified Party shall not agree to any settlement granting any relief other than payment of money without the prior written consent of the Seeking Party.

c) If the Seeking Party is the Operating Company and the Operating Company is seeking indemnification from more than one User or Small Scale User in respect of an occurrence or circumstance or related series of occurrences or circumstances giving rise to the particular claim by a third party, the User or Small Scale User shall not be entitled to assume the defence thereof unless all Users and Small Scale Users from whom indemnification is sought by the Operating Company have provided the Operating Company with their written consent to the User or Small Scale User assuming such defence in respect of all Users Small Scale Users from whom indemnification is sought.

#### **5.3.1.6 Limitation of Liability**

a) The obligations of a Notified Party shall not extend to:

- (i) any Loss or other loss of whatever kind and nature (including all related costs and expenses) which may result from the settlement or compromise of any action or claim brought against the Seeking Party, or the admission of fault or liability by that Seeking Party in respect of any action or claim or the taking by the Seeking Party of any action (unless required by law or applicable legal process), which would prejudice the successful defence of the action or claim, without, in any such case, the prior written consent of the Notified Party (such consent not to be unreasonably withheld or delayed in a case where the Notified Party has not, at the time such consent is sought, assumed the defence of the action or claim); or
- (ii) to any legal expenses being costs, charges and expenses which may result from the employment by the Seeking Party of its own legal advisers in connection with any action or claim against it after the defence of such action or claim has been assumed by the Notified Party.

b) The User's or Small Scale User's liability in respect of the Operating Company may not in any case exceed the all-inclusive sum of two hundred million Euro (€ 200,000,000) taking into account the overall liability for Losses pursuant to Clause 5.3.1.1 and loss of revenue pursuant to Clause

5.3.1.2. In the case of Losses caused by the LNG Carrier including any loss of revenue arising from such event, the Operating Company may only bring an action for compensation against the User pursuant to this Clause once a period of eight (8) months has lapsed from the date of the event caused by the LNG Carrier that gave rise to the Loss and/or loss of revenue for which it is seeking compensation and, in any case, once it has asked for compensation for such damage from the LNG Carrier and/or the owner of such LNG Carrier pursuant to article 14.1 of the Terms of Use, except where such action appear manifestly unfounded.

- c) There may be no limitation of liability in the case of damage caused due to intent or gross negligence of the Notified Party. The burden of demonstrating the existence of intent or gross negligence lies with the Seeking Party.

### 5.3.2 Events of Default

#### 5.3.2.1 User's or Small Scale User's Events of Default

Upon occurrence of any of the following events, indicated by way of example and without limitation, , the User will be considered to be in default (**User's Default**):

- a) the User or Small Scale User has not paid the amount due under Chapter 5.2 for a period exceeding thirty (30) Days from the date on which such amounts fell due, and the sum has not been recovered through the Bank Guarantee and/or the User's Group's Guarantee provided by the User, Small Scale User or the guarantee referred to in Clause 3.1.1.2f) by the Complementary User;
- b) the User commits a material breach of its obligations under the Capacity Agreement or the Small Scale User commits a material breach of its obligations arising from the allocation of Small Scale Slots (including the obligation to load the quantities of LNG on to the Small Scale Carrier), and such breach is not capable of being cured or the User declares or implies that it does not intend to perform the Capacity Agreement and repudiates it or the Small Scale User declares or implies that it does not intend to fulfil its obligations;
- c) the User commits a material breach of its obligations under the Capacity Agreement or the Small Scale User commits a material breach of its obligations arising from the allocation of Small Scale Slots which are capable of being cured and such breach continues uncured for ten (10) Business Days after the Operating Company gives the User or Small Scale User notice of such breach;
- d) the User or Small Scale User no longer meets the Service Conditions pursuant to Chapter 2.1. and fails to remedy this discrepancy in accordance with the procedures and deadlines envisaged by the Regasification Code;
- e) the User or Small Scale User has committed a significant breach of its obligations envisaged by Chapter 3.1
- f) the User or Small Scale User shall:
- (i) suspend payment of its debts or is unable or admits in writing its inability to pay its debts as they fall due;
  - (ii) enter into or proposes to enter into any composition or other arrangement for the benefit of its creditors generally or any class of creditors;
  - (iii) become subject to any action or any legal procedure or any other step taken (including the presentation of a petition or the filing or service of a notice) with a view to establishing:
    - 1) the User's or Small Scale User's insolvency or bankruptcy; or
    - 2) its winding-up ("*cessazione di attività*"), dissolution ("*scioglimento*"), administration ("*procedura concorsuale*") or reorganisation ("*riorganizzazione*");
    - 3) the appointment of a trustee, receiver, administrative receiver, liquidator, administrator or similar officer in respect of it or any of its assets,

and such action, procedure or step is not withdrawn or discharged within fourteen (14) Days after the User or Small Scale User, in the case of paragraph (2), became subject to it or, in the case of paragraphs (1) and (3), receives formal notice thereof or in the case of paragraphs (2) or (3), such action, procedure or step is instituted by the User or Small Scale User for the purposes of a fully solvent reorganisation;

- (iv) enters into or receives formal notice of any adjudication, order or appointment as to its winding-up, dissolution, administration or reorganisation under or in relation to any of the proceedings referred to in Clause 5.3.2; or
  - (v) enters into or receives formal notice of any event or proceedings equivalent to winding-up (“*cessazione di attività*”), dissolution (“*scioglimento*”), administration (“*procedura concorsuale*”) or reorganisation (“*riorganizzazione*”) (by whatever name known) under the laws of any applicable jurisdiction which has an effect equivalent or similar to any of the events specified in Clause 5.3.2.
- (g) any breach of the obligations arising from the Capacity Agreement or Small Scale Agreement that may cause damage to the Operating Company;
- (h) the Small Scale User fails to load the quantities of LNG which it owns on to the Small Scale Carrier.

An event or circumstance described in Clause 5.3.2.1a) shall not constitute a User’s Default if such event or circumstance was caused by an Operating Company’s Default.

### **5.3.2.2 Operating Company’s Events of Default**

Subject to Clause 5.3.2.2(b), the occurrence of any one of the following events, indicated by way of example and without limitation, constitutes an event of default with respect to the Operating Company (**Operating Company’s Default**):

- a) the Operating Company fails to pay the amounts due to the User or Small Scale User in accordance with the provisions of Chapter 5.2 for a period exceeding thirty (30) Days from the date on which such amounts fell due;
- (b) the Operating Company has applied for a scheme of arrangement pursuant to articles 160 *et seq.* of Royal Decree no. 267 of 16 March 1942, or for a judicial moratorium pursuant to articles 187 *et seq.* of Royal Decree no. 267 of 16 March 1942;
- (c) any breach of the obligations arising from the Capacity Agreement or from the award of Small Scale Slots that may cause damage to the User or Small Scale User.

An event or circumstance described in Clause 5.3.2.2a) above shall not be considered an Operating Company’s Default if such event or circumstance was caused by a User’s or Small Scale User’s Default.

### **5.3.2.3 User’s and Small Scale User’s Default**

The User recognises that in no case may the Operating Company’s Default of its obligations to the User in its capacity as Small Scale User and in relation to the provision of the Small Scale Service be enforced by the User as an Operating Company’s Default under the Capacity Agreement relative to the Regasification Service. In particular, in the event of the Operating Company’s Default of its obligations to the Small Scale User in relation to the provision of the Small Scale Service, the User that has suffered the Operating Company’s Default in its capacity as Small Scale User may not in any case (i) terminate the Capacity Agreement pursuant to article 1453 of the Italian Civil Code, (ii) suspend its fulfilment of its obligations in relation to the Regasification Service pursuant to article 1460 of the Italian Civil Code or (iii) in any way enforce the Operating Company’s Default in order to release itself from, postpone, reduce or in any case limit the User’s commitments and obligations in respect of the Operating Company in its capacity as the provider of the Regasification Service.

The User is liable in respect of the Operating Company in the event that the User defaults on its obligations as a Small Scale User and the User’s Default on such obligations may be enforced in any way by the Operating Company including in the context of the Regasification Service, it being in particular understood that the Operating Company may (i) terminate the Capacity Agreement pursuant to article 1453 of the Italian Civil Code, (ii) suspend the fulfilment of its in respect of the User in relation to the Regasification Service pursuant to article 1460 of the Italian Civil Code or (iii) exercise every right envisaged for the benefit of the Operating Company by the Applicable Law or the Regasification Code in the event of a User’s Default.

## **5.3.3 Right of Withdrawal and Termination**

### **5.3.3.1 Withdrawal by the User**



With the exception of cases of Force Majeure envisaged by Clause 5.3.4 and without prejudice to other specific provisions contained in this Regasification Code, the Continuous Capacity User may, subject to the provisions of Clause 5.3.4.4, withdraw from the Capacity Agreement at its own discretion, giving the Operating Company written notice at least one hundred and eighty (180) Days before the withdrawal takes effect. In the event of a withdrawal, the Continuous Capacity User will pay the Operating Company 80% of the Charges that would have been due to the Operating Company for the remaining duration of the Capacity Agreement for which the right of withdrawal has been exercised. Payment of such amounts to the Operating Company will constitute a condition of validity and effectiveness of the withdrawal itself.

A Continuous Capacity User that has been awarded Continuous Capacity pursuant to the allocation procedure envisaged by Clause 2.1.5.4 may not exercise the right of withdrawal envisaged by this Clause.

The regasification capacity that is the subject of withdrawal pursuant to this Clause will be offered by the Operating Company in the context of the subsequent allocation processes as Primary Capacity.

### **5.3.3.2 Termination**

a) Subject to the provisions of Clause 5.3.2.3, upon the occurrence of an Operating Company's Default or a User's Default, as the case may be, the non-defaulting Party may, to the extent permitted by Applicable Law and unless, in the case of the default envisaged by Clause 5.3.2.1f), termination is prohibited by mandatory provisions of the country in which the User or Small Scale User resides or has its registered office, terminate the Capacity Agreement or the Small Scale Agreement by giving notice to the other Party.

b) Either Party may terminate the Capacity Agreement or the Small Scale Agreement by giving notice to the other Party in accordance with Clause 5.3.4.8.

c) The notice shall specify in reasonable detail:

- (i) the Operating Company's Default ; or
- (ii) the User's Default; or
- (iii) if the termination is a termination for prolonged Force Majeure in accordance with Clause 5.3.4.8,
- (iv) as the case may be, the party giving rise to the termination.

The Capacity Agreement or the Small Scale Agreement shall automatically terminate upon the date on which notice is properly served pursuant to the notice provisions set out in Clause 5.4.5 or on a later date as specified in the notice.

### **5.3.3.3 Waiver of Italian civil code rights**

The User or Small Scale User expressly waives (i) its right to request the termination of the agreement due to supervening excessive onerousness envisaged by article 1467 Italian Civil Code since it accepts the risky nature of the Capacity Agreement or the Small Scale Agreement, (ii) its right to withdraw from the Capacity Agreement or the Small Scale Agreement envisaged by article 1660 Italian Civil Code in the event that, in order to implement the Regasification Service or Small Scale Service, it is necessary to make variations thereto and (iii) its right to request a review of the price envisaged by article 1664 Italian Civil Code in the event that, due to unforeseeable circumstances, there has been a variation of the Charges.

### **5.3.3.4 Non-retrospective nature of the withdrawal and the termination in respect of existing rights**

Subject to Clause 5.3.3.5, the withdrawal, termination or expiry of the Capacity Agreement or the Small Scale Agreement will be without prejudice to the rights and obligations of the Parties that may have accrued prior to the date of termination or expiry and any rights and obligations of the Parties expressly stated or otherwise intended to survive termination or expiry including any continuing confidentiality obligations under Clause 5.4.4 and the obligation of the User or Small Scale User to pay the Charges.

### **5.3.3.5 User's Inventory**

If the User's Inventory is greater than zero upon termination of or withdrawal from the Capacity Agreement or in the case of transfer or release and subsequent allocation of the whole regasification



capacity envisaged by Capacity Agreement, then to the extent necessary until the User's Inventory is reduced to zero subject to the User's obligations under Clause 3.4.2, the Operating Company shall redeliver the LNG envisaged by the User's Inventory through a redelivery profile determined by the Operating Company so as to ensure that the User's Inventory is reduced by such amount as is necessary to ensure that, after having complied with its obligations under Clause 3.4.2, the User's Inventory is equal to zero and that in no circumstances shall the redelivery profile of other Users be adversely affected by such arrangements. The Operating Company will redeliver such quantities of LNG even in the case in which the User concerned may use the Extended Storage Service, which will be deemed to be waived if they have not transferred ownership of the LNG in the User's Inventory at the same time as the transfer or release and subsequent allocation of the whole regasification capacity.

#### 5.3.4 Force Majeure

##### 5.3.4.1 Definition of Force Majeure

**Force Majeure** or **Force Majeure Event** means any event or circumstance, or any combination of events and/or circumstances, the occurrence and/or effect of which:

a) is beyond the reasonable control of the interested Party and which a Reasonable and Prudent Operator or a Reasonable and Prudent User, as the case may be, could not have avoided or prevented; and

b) causes or results in either Party (the **Affected Party**) being unable to perform (in whole or in part) or being delayed in performing any of its obligations owed to the other Party under the Capacity Agreement or the Small Scale Agreement,

but, for the avoidance of doubt, the following events or circumstances shall in no case constitute Force Majeure:

- (i) in relation to the Operating Company, the User or the Small Scale User as the case may be, the breakdown or failure of plant or equipment of the Terminal, the LNG Carrier or the Small Scale Carrier, where applicable, caused by normal wear and tear or by a failure properly to maintain such plant or equipment, in each case in accordance with the standards of a Reasonable and Prudent Operator or Reasonable and Prudent User, as the case may be;
- (ii) a Party's inability to finance its obligations under the Capacity Agreement or the Small Scale Agreement or the unavailability of funds to pay amounts, when due; or
- (iii) changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions.
- (iv) in relation to the User, any event, fact or circumstance, including adverse weather conditions outside the area surrounding the Terminal, that has occurred outside the perimeter of the Terminal delineated by the Delivery Point and the Redelivery Point;
- (v) as regards the Small Scale User or Complementary User, any event, fact or circumstance, including adverse weather conditions outside the area surrounding the Terminal, which has occurred beyond the flange where the Small Scale Carrier is loaded/unloaded.

##### 5.3.4.2 Examples of Force Majeure

Subject to Clause 5.3.4.1, Force Majeure will include (the list shall be considered by way of example and limitation):

a) natural disasters or environmental conditions such as lightning, earthquake, volcanic eruption, hurricane, tornado, storm, fire, flood, landslide, soil erosion, subsidence, perils of the sea, washout, epidemic or other acts of God;

b) an act of the public enemy or terrorists or war declared or undeclared, threat of war, blockade, revolution, riot, insurrection, civil commotion, demonstration, sabotage or acts of vandalism;

c) strikes or any other industrial action or labour disputes involving, including indirectly, the Affected Party or its contractors, subcontractors, agents or employees thereby significantly affecting their ability to comply;

d) ionising radiation or contamination by radioactivity from any nuclear gas or nuclear waste, from the combustion of nuclear gas, radioactive toxic explosion or other hazardous properties or any explosive, nuclear assembly or nuclear component thereof;

- e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, articles falling from aircraft or the impact of satellites or aircraft or parts thereof;
- f) Change in Law, or the failure to obtain, suspension or revocation of any Authorisation;
- g) the breakdown or failure of, freezing of, breakage or accident to, or the necessity for making repairs or alterations to any facilities, plant or equipment or part thereof;
- h) any failure, restriction, constraint (including where caused by planned or unplanned maintenance in connection with the National Transmission System) or discontinuance of the National Transmission System which prevents or restricts:
  - (i) the Operating Company from injecting Gas into the National Transmission System at the Redelivery Point; and/or
  - (ii) the User from accepting redelivery of Gas at the Redelivery Point; and/or
  - (iii) the Operating Company from accepting LNG due to a lack of Ullage in the storage tanks at the Terminal.

#### **5.3.4.3 Performance during Force Majeure**

- a) Subject to Clauses 5.3.4.4 and 5.3.4.6, when and to the extent that performance of an Affected Party's obligations under the Capacity Agreement or the Small Scale Agreement is prevented or delayed by any circumstances of Force Majeure:
    - (i) such obligations of the Affected Party under the Capacity Agreement or the Small Scale Agreement shall cease for such period; and
    - (ii) it will not be considered to be in breach or default of any such obligations under the Capacity Agreement or the Small Scale Agreement.
  - b) Where the Affected Party is the Operating Company and the circumstances of Force Majeure result only in a partial reduction in its ability to provide the Regasification Service to any or all Users, the Operating Company shall allocate its remaining capability to provide the Regasification Service to the Users, such that where the Force Majeure Event is:
    - (i) due to the User's default, then the principles in Clause 3.4.1.10 shall apply; or
    - (ii) not due to the default of the User other than Complementary User, the Continuous Regasification Services other than those rendered to the Complementary User shall be reduced pro rata in accordance with the Users' Percentage Shares; or
    - (iii) is due to a default of the Complementary User, the Regasification Service shall only be provided to the latter once all measures to mitigate the effects of the Force Majeure event have been taken to the benefit of all other Users.
  - c) To the extent that an Affected Party has claimed relief for Force Majeure and is thereby relieved from performing any of its obligations under the Capacity Agreement or the Small Scale Agreement, the other Party shall be released from and shall not be considered to be in default to the extent it is unable to perform any of its corresponding obligations;
  - d) In the event that the Affected Party is the Operating Company, and the Force Majeure circumstances only give rise to a partial reduction of its capacity to provide the Small Scale Service to any or all of the Small Scale Users, the Operating Company will allocate the remaining capacity to provide the Small Scale Service to the Small Scale Users in proportion to the Small Scale Slot awarded in the period affected by the Force Majeure circumstance, with the exclusion of any Small Scale User that may have caused the reduction of the capacity to provide the Small Scale Service.
- If a party is simultaneously acting as User and Small Scale User:
- i) if a Force Majeure event compromises Operating Company's ability to perform exclusively its obligations in its capacity as provider of the Small Scale Service or compromises exclusively the Small Scale User's ability to fulfil its obligations in its capacity as a User of the Small Scale Service, without however compromising the fulfilment of their respective obligations under the Capacity Agreement in the part relating to the Regasification Service, the Party whose performance has been compromised by the Force Majeure event will not be classified as an Affected Party and may not use the relevant remedies envisaged by the

Regasification Code with regard to the Capacity Agreement and in relation to the Regasification Service;

- ii) in the event that a Force Majeure event compromises Operating Company's ability to perform exclusively its obligations in its capacity as provider of the Regasification Service or compromises exclusively the Small Scale User's ability to fulfil its obligations in its capacity as a User, without however compromising the fulfilment of their respective obligations under the Small Scale Agreement in the part relating to the Small Scale Service, the Party whose performance has been compromised by the Force Majeure event will not be classified as an Affected Party and may not use the relevant remedies envisaged by the Regasification Code with regard to the Small Scale Agreement and in relation to the Small Scale Service.

#### **5.3.4.4 User's and Small Scale User's rights and obligations**

- a) The User or Small Scale User shall continue to pay the sums owed in relation to the Charges during the period of Force Majeure where the User or Small Scale User is the Affected Party;
- b) if the Operating Company is the Affected Party with reference to the event of Force Majeure envisaged by Clause 5.3.4.2h), the User shall continue to pay the Charges even during the period in which the Force Majeure event occurs. It being understood that the Transportation Service Charges shall be due until such time and to the extent to which they are requested by SRG from the Operating Company;
- c) in the event that the Operating Company is the Affected Party, for the entire duration of such period and until the declaration of Force Majeure is revoked, the User's or Small Scale User's liability for the payment of the Charges for the services affected by the event will be reduced in proportion to the actual provision of the Regasification Service or Small Scale Service.

#### **5.3.4.5 Procedure for declaring a Force Majeure event**

When claiming relief for a Force Majeure event, the Affected Party shall:

- a) as soon as reasonably possible after the occurrence of the event or circumstance (or combination of events or circumstances) causing the failure to perform its obligations, notify the other Party of the occurrence of Force Majeure and, in the event that the User is also a Small Scale User, specify whether the Force Majeure event regards the Capacity Agreement and/or the Small Scale Agreement;
- b) within ten (10) Business Days thereafter, provide a report giving reasonable details of the Force Majeure Event including the place thereof, the reasons why its obligations under the Capacity Agreement or Small Scale Agreement were and, if applicable, continue to be affected, the services affected and, if applicable, likely to be affected (in the case of the Operating Company) and, to the extent known or ascertainable, an estimate of the period of time required to rectify the circumstances causing the failure; and
- c) keep the other Party informed, on an ongoing basis, of the status of the event or circumstances giving rise to such Force Majeure and of the actions being taken under Clause 5.3.4.7 and, in particular, immediately communicating to the other Party any information that is likely to impact the performance of obligations and the exercise of the rights of the other Party.

#### **5.3.4.6 Revocation of declaration of a Force Majeure event**

At any time during the period of Force Majeure, the Affected Party may elect not to claim any further relief from liability under Clause 5.3.4 by giving the other Party notice of such election.

#### **5.3.4.7 Rectification of Force Majeure**

Subject to the Parties' termination rights under Clause 5.3.4.8, from the declaration of a Force Majeure event under Clause 5.3.4.5 and for so long as such event is continuing and such declaration has not been revoked, the Affected Party shall take all steps reasonably necessary in accordance with the standards of a Reasonable and Prudent Operator (where the Operating Company is the Affected Party) or a Reasonable and Prudent User (where the User is the Affected Party) to restore its ability to perform its obligations under the Capacity Agreement or Small Scale Agreement, provided that the Affected Party shall not be required:

- a) to breach, or to take any action that may lead to a breach of, any of its contractual obligations to third parties; nor
- b) to settle any labour dispute, except in such manner as it shall in its own judgement consider fit.

#### **5.3.4.8 Termination for prolonged Force Majeure**

- a) If the Operating Company has given notice, through one or more declarations, of one or more events, including consecutive and not concurrent events, which constitute cases of Force Majeure and such Force Majeure situation has continued (and the Operating Company has not revoked its declaration(s) of Force Majeure under Clause 5.3.4.6) for an overall period of twenty-five percent (25%) of the duration of the Capacity Agreement signed by the User and in any case not less than two hundred and forty (240) Days, following such period either Party may terminate the Capacity Agreement by giving notice to the other Party in accordance with Clause 5.3.3.2, unless the Operating Company has declared a Force Majeure event due to suspension or revocation of any Authorisation which is attributable to acts or omissions of any member of the User's Group, in such case the User may not terminate the Capacity Agreement.
- b) In the event that a User exercises its right to terminate the Capacity Agreement pursuant to Clause 5.3.4.8a) above, such User shall pay: an amount equal to the current net value (on the effective date of the termination) of the Transportation Service Charge that would have been due by such User in the event that the Capacity Agreement had not been terminated, starting from the effective date of the termination for the remaining duration (i.e. until the date of expiry indicated in such Capacity Agreement). The amount envisaged by this point c) will be calculated on the basis of the Transportation Service Charge applicable to such User on the effective date of such termination, without taking into consideration any adjustments or variations of the Transportation Service Charges that would or could have occurred at any time during the remaining duration of the Capacity Agreement.
- c) In the event that the regasification capacity that has become available following the User's exercise of its right to terminate the Capacity Agreement pursuant to this Clause 5.3.4.8 and in relation to which such User has made the payments to the Operating Company envisaged by Clause 5.3.4.8(b) is subsequently reallocated, in whole or in part, to another User, the Operating Company will repay the original User the amounts of the Transportation Service Charge that such User has paid the Operating Company in relation to such reallocated regasification capacity as soon as the Operating Company has reallocated such regasification capacity to the new User;
- d) If the Operating Company has given notice, through one or more declarations, of the occurrence of one or more events, including consecutive and non-concurrent events, which constitute cases of Force Majeure and such Force Majeure situation has lasted (and the Operating Company has not revoked its declaration(s) of Force Majeure pursuant to clause 5.3.4.6) for an overall period that is sufficient to limit the Small Scale Service intended for a Small Scale User by more than twenty-five percent (25%) of the service envisaged for the Gas Year, the Small Scale User may terminate the Small Scale Agreement, by giving notice to the other party in accordance with clause 5.3.3.2, unless the Operating Company has declared the occurrence of an event constituting a case of Force Majeure due to a suspension or revocation of any Authorisation ascribable to actions or omissions by any member of the Small Scale User's Group, in which case the Small Scale User will not be entitled to terminate the Capacity Agreement. Subject to the provisions of clause 5.3.3.4, subsequent to the termination, the Small Scale User will no longer be required to pay the Charges for the Small Scale Service that has been terminated.

## Chapter 5.4 - GENERAL PROVISIONS

### 5.4.1 Applicable Law

The Regasification Code and the relationship between the Parties shall be governed by and interpreted in accordance with Italian Law, provided that the statutory rules governing international purchase (CISG 1980) shall be excluded.

### 5.4.2 Dispute Resolution

Any matter or dispute or difference of whatever nature howsoever arising under, out of or in connection with the Capacity Agreement and/or Small Scale Agreement (where admissible) and/or Regasification Code (together referred to as a **Dispute**) between the Parties shall be referred to the ARERA where an arbitration procedure will be activated in accordance with the procedures that will be determined through the regulation envisaged by article 2, paragraph 24, letter b), of Law no. 481 of 14 November 1995, in the event that such arbitration procedure is directly applicable to the Parties including without their consent. Until such time as such regulation is issued and such procedure may be accessed by the Parties, any Disputes will be regulated by the dispute resolution procedure set out in this Clause 5.4.2.

#### 5.4.2.1 Reference to representatives

a) Where a Dispute between the Parties has not been resolved by amicable discussions, each Party may serve notice on the other Party setting out the material particulars of the Dispute and requiring that the dispute resolution provisions set out in this Clause 5.4.2.1 shall apply to resolve the Dispute (**Notice of Dispute**). The Party serving a Notice of Dispute, shall include in the Notice of Dispute the name and relevant qualifications of its senior representative that it has appointed to negotiate and settle the Dispute. The other Party shall within five (5) Business Days of the receipt of such Notice of Dispute (the **Date of Receipt**) appoint and notify the other Party of the name and relevant qualifications of its duly authorised senior representative who is appointed to negotiate and settle the Dispute.

b) The representatives shall meet within ten (10) Business Days after the Date of Receipt of the Notice of Dispute and shall attempt to resolve the Dispute and produce a written document setting out the terms of any settlement reached.

c) If the representatives so decide they may jointly suggest that the Dispute be referred to mediation. If the Parties agree, then the Dispute shall be mediated in Milan in accordance with the Centre for Dispute Resolution (**CEDR**) Model Mediation Procedures and the mediator shall be nominated by CEDR.

#### 5.4.2.2 Failure by representatives to resolve the Dispute

If the Dispute is not resolved by the representatives appointed pursuant to Clause 5.4.2.1 or by mediation pursuant to Clause 5.4.2.1c) (as evidenced in either case by the signing of binding written terms of settlement) within fifteen (15) Business Days after the Date of Receipt of the Notice of Dispute (or such longer period as may be mutually agreed in writing by the Parties), then Clauses 5.4.2.3 and 5.4.2.4 shall apply as appropriate.

#### 5.4.2.3 Expert determination

The provisions of this Clause 5.4.2.3 shall apply between the parties to a Dispute in circumstances where the Capacity Agreement or Small Scale Agreement or the Regasification Code (including, by way of example, pursuant to Clause 5.2.2.5) provide that the Dispute be referred to and resolved by an Expert appointed under this Clause 5.4.2.3 or where the parties to the Dispute agree that the Dispute may be referred to and determined by an Expert:

a) if a Dispute has not been resolved in accordance with Clauses 5.4.2.1 and 5.4.2.2 within fifteen (15) Business Days after the Date of Receipt of the Notice of Dispute (or such longer period as may be mutually agreed in writing by the Parties), then any party to a Dispute which is to be referred to and resolved by an Expert may give notice of reference of the Dispute to an Expert to each other party to the Dispute (setting out the material particulars of the Dispute and the issues to be resolved and a statement of the relief claimed) (**Notice of Expert Determination**).

b) if the identity of the Expert cannot be agreed by the parties to the Dispute within five (5) Business Days of the receipt of the Notice of Expert Determination, including in relation to the requirements of impartiality and independence of the latter, the parties to the Dispute agree that the Expert shall be appointed by the International Centre for Expertise in accordance with the provisions for the appointment of experts under the Rules for Expertise of the International Chamber of Commerce (the **Rules for**



**Expertise of the ICC).** The Secretariat of the ICC International Centre for Expertise shall appoint an individual with the appropriate education, experience and qualifications to resolve the Dispute and who is generally recognised by the relevant industry as an expert in the field or fields of expertise relevant to the Dispute, to act as the Expert for the purposes of resolving the Dispute.

c) the Expert will determine its own procedure including instructing professional advisors (if necessary) to assist the Expert in reaching its decision (the **Expert Determination**). This would apply whether or not the Expert is appointed by the ICC or whether or not the Expert determination proceedings are administered by the ICC.

d) as soon as practicable but in any case not later than ten (10) Business Days following the Expert's appointment, the parties to the Dispute shall submit to the Expert written representations in respect of the Dispute, together with all supporting documentation, information and other data, which representations shall be copied simultaneously to each party to the Dispute.

e) the parties to the Dispute shall co-operate with the Expert and comply with reasonable requests made by the Expert in connection with the conduct of the Expert Determination.

f) the Expert may at any time, and in its absolute discretion, request information from any of the parties to the Dispute and may make such other enquiries as the Expert may deem necessary for determining such Dispute.

g) all information submitted by a party to the Expert (and/or made available to any professional advisers appointed by the Expert in the course of the Expert Determination) in relation to the Dispute shall be and remain confidential (and shall be treated as such by the Expert and any such professional advisers appointed by the Expert), except that copies of all such information and data shall be supplied simultaneously to the other party or parties to the Dispute and such information and data shall be treated as confidential by each party to the Dispute; provided that (where more than one User is party to the Dispute) any such User may request the Expert to establish arrangements which shall allow the determination to proceed on the basis that certain commercially sensitive information is not disclosed by one such User to another User. The Expert shall consider such request but shall not be required to give effect to it.

h) the Expert determination process is private and confidential except in relation to enforcement or if required by law or for disclosure to advisors appointed by the Expert (on the basis that such parties are subject to the same confidentiality obligations).

i) all proceedings before the Expert shall be conducted in Italian and all documents submitted in connection with such proceedings shall either be in the same language or, if in another language, accompanied by a certified translation.

j) the Expert shall resolve the Dispute in such manner as the Expert shall in its absolute discretion see fit, including by making, if it deems appropriate, settlement proposals to be assessed by the parties of the Dispute and shall deliver its determination (which shall include the reasons therefore) in writing within twenty (20) Business Days of the Expert's appointment (or such longer period as may be mutually agreed by the parties to the Dispute and the Expert). If the Expert has not delivered its determination within such period and a party to the Dispute has issued a Notice of Arbitration under Clause 5.4.2.4a)(iv) the Expert determination proceedings shall cease. Save as provided in Clause 5.4.2.3n), any decision of the Expert shall be final and binding on the parties to the Dispute.

k) the Expert's determination shall be delivered in its capacity as an Expert and not as an arbitrator and, without prejudice to Clause 5.4.2.3n) the provisions of Clause 5.4.2.4 shall not apply to either the Expert Determination or the procedure by which it is reached.

l) where a Dispute has arisen due to a Change in Law or Change in Tax and the Dispute has been referred to an Expert, the Expert shall have the power to set aside, for the purposes of the issue of the Expert's Determination, the provisions of the Regasification Code, the Capacity Agreement or the Terminal Manuals which it deems incompatible with the supervening Change in Law or Change in Tax. The Operating Company will assess at its discretion whether due to the Change in Law or Change in Tax it is necessary to amend the Regasification Code, Capacity Agreement, Small Scale Agreement or Terminal Manuals.

m) the costs of the procedure to resolve or settle any Dispute shall be borne equally by each of the parties to the Dispute unless otherwise agreed by the parties involved.



n) the parties to the Dispute shall implement the Expert's determination within five (5) Business Days of it being received by them or within such other time as the parties to the Dispute may agree, provided always that where a Party alleges fraud or serious and manifest error and/or where a Party does not agree with the Expert Determination issued pursuant to Clause 5.4.2.3l), then that Party may commence arbitration proceedings within ten (10) Business Days of the Expert Determination being received by that Party (by referring the Dispute to arbitration in accordance with Clause 5.4.2.4), failing which the decision of the Expert shall be final and binding on the parties to the Dispute.

o) none of the parties to the Dispute shall call the Expert as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Dispute and the parties to the Dispute and the Expert shall agree as a condition of its appointment that the Expert shall not act in any such capacity without the written agreement of the parties to the Dispute.

p) the provision of Clause 5.4.2.7 shall apply in relation to joinder of any Related Dispute subject to an Expert determination process.

#### 5.4.2.4 Arbitration

a) A Party may, by notice in writing to the other Party (**Notice of Arbitration**) require a Dispute to be finally settled by arbitration if:

- (i) a Dispute that is not required to be resolved by Expert Determination has not been resolved in accordance with Clauses 5.4.2.1 and/or 5.4.2.2 within fifteen (15) Business Days after the Date of Receipt of the Notice of Dispute (or such longer period as may be mutually agreed in writing by the Parties); or
- (ii) a Party alleges fraud or serious and manifest error in relation to an Expert determination in accordance with Clause 5.4.2.3n); or
- (iii) a Party does not agree with the determination made by the Expert in accordance with Clauses 5.4.2.3l);
- (iv) a Dispute is to be, or has been, referred to an Expert but no determination has been made within the time limits specified in Clause 5.4.2.3j); or
- (v) a Dispute has arisen due to a Change in Law or Change in Tax and one Party does not agree to refer such Dispute to an Expert,

such arbitration to be conducted in accordance with the International Arbitration Rules of the Chamber of National and International Arbitration of Milan by three arbitrators (the **Tribunal**) appointed in accordance with those Rules. The seat of the arbitration shall be in Milan, Italy. The language of the arbitration shall be Italian. The governing law of the arbitration shall be Italian law. The Tribunal shall have the power to make such orders as to costs as it sees fit.

b) The award of the Tribunal shall be final and binding from the day it is made.

c) Save as provided in Clause 5.4.2.6 and in article 829 Italian Code of Civil Procedure, the Parties hereby waive any right to refer any question of law and any right of appeal on the law and/or merits to any national court.

d) The Parties undertake to keep confidential all awards in any arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings that is not otherwise in the public domain save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

#### 5.4.2.5 Performance to continue during the Dispute

Performance of the Capacity Agreement or Small Scale Agreement, to the fullest extent possible, shall continue during any dispute resolution proceedings in accordance with this Clause 5.4.2. No payment due or payable by any Party in accordance with the Capacity Agreement or Small Scale Agreement shall be withheld on account of a pending reference to any such Dispute resolution procedure.

#### 5.4.2.6 Right to injunctive relief

The provisions of this Clause 5.4.2 are without prejudice to the right of a Party to request at any time injunctive relief in summary proceedings (*decreto ingiuntivo*) as well as interim cautionary measures (*provvedimenti cautelari*) before the competent court.

#### 5.4.2.7 Joinder and consolidation

- a) In this Clause 5.4.2.7 **Related Agreement** means any other agreement between the Operating Company and a User in relation to the provision of the Regasification Service or Small Scale Service.
- b) In this Clause 5.4.2.7 **Related Dispute** means any dispute under any Related Agreement, which raises substantially the same or connected factual and/or legal issues as any Dispute under the Capacity Agreement or Small Scale Agreement.
- c) If a Dispute arises under the Capacity Agreement or Small Scale Agreement at any time after the commencement of Related Dispute under a Related Agreement, the Parties agree that, on the written notice of any Party to the other Party, the Parties shall consider whether the Dispute which has since arisen may best be dealt with in consolidated arbitration proceedings together with the proceedings in respect of the Related Dispute. Should the Parties agree that the Dispute should be so determined, the Parties shall seek consent to join the Dispute and the Related Dispute from the Tribunal already appointed to hear the Related Dispute, and from the other parties involved in the Related Dispute (the **Existing Tribunal** and the **Existing Dispute Parties**). If permission for joinder is granted by the Existing Tribunal and the Existing Dispute Parties, the Parties and the Existing Dispute Parties shall agree in writing that their Dispute and Related Dispute shall be determined by way of consolidated arbitration proceedings under the reference of the Existing Tribunal which is already appointed to hear the Related Dispute. For this purpose the Parties agree to adhere to and consent to be bound by the arbitration agreement applicable to the Related Dispute and the International Arbitration Rules of the Chamber of National and International Arbitration of Milan.
- d) If a Related Dispute arises under a Related Agreement at any time after the commencement of a Dispute under a Capacity Agreement or a Small Scale Agreement, the Parties agree that, on the written notice of any Party to the Related Dispute to the Parties, that such parties shall be allowed to join the arbitral proceedings in respect of the Existing Dispute where the Tribunal which is already appointed to hear the Existing Dispute considers it appropriate to agree to such joinder and consolidation of disputes.
- e) In the event that there is any Dispute between the Parties as to whether a dispute is a Related Dispute for the purposes of this Clause 5.4.2.7, such Dispute shall be resolved by the Tribunal which is already appointed in respect of the Dispute or Related Dispute, as the case may be.
- f) The Parties waive any and all rights to object to any award made by any Tribunal, whether appointed under the Capacity Agreement, Small Scale Agreement or under a Related Agreement, if that objection is based on the exercise of the joinder and consolidation provisions of this Clause 5.4.2.7.
- g) Each of the Parties hereby undertakes to comply with any award of any Tribunal, whether appointed under the Capacity Agreement, Small Scale Agreement or a Related Agreement, without delay. Subject to article 829 Italian Code of Civil Procedure, the Parties also waive their right to any form of appeal or recourse to a court of law or other judicial authority on any question of fact or law.
- h) The Parties agree that any award issued by any Tribunal, whether appointed under the Capacity Agreement, Small Scale Agreement or a Related Agreement, shall be final and binding on the Parties as from the date it is made. Without prejudice to Clause 5.4.2.4a), the Tribunal may make any award in relation to the costs of the Dispute and Related Dispute as it sees fit which shall be final and binding upon the Parties.
- i) If there is a Related Dispute subject to an Expert determination process then the provisions referred to in Clauses 5.4.2.7a) to h) (inclusive) shall apply, *mutatis mutandis*, in relation to the Expert determination process save that references to arbitration or arbitral proceedings shall be construed as references to Expert determination or Expert determination proceedings, references to Tribunal shall be construed as references to the Expert.

#### 5.4.2.8 Time limit for claims

Unless and to the extent required by Applicable Laws, no Party shall be entitled to refer any Dispute to an Expert or to refer any Dispute to arbitration or otherwise bring any claim, action or proceedings against the other Party under or in connection with the Capacity Agreement or Small Scale Agreement (and any such claim, action or right to bring proceedings shall lapse and be waived and cancelled in such circumstances) unless a Notice of Expert Determination or a Notice of Arbitration has been issued in respect of such Dispute in accordance with the provisions of Clauses 5.4.2.3a) or 5.4.2.4a), as the case may be, on or before the date falling twelve (12) months after the later to occur of:

- a) the date on which the circumstances giving rise to such Dispute first occurred; or

- b) if later the date upon which the Party seeking to bring a claim in respect of the Dispute becomes aware or could reasonably have been expected to have become aware of the circumstances giving rise to such Dispute.

#### **5.4.3 Compliance with Laws, Authorisations and the Transportation Agreement**

During the term of the Capacity Agreement or Small Scale Agreement each Party undertakes not to act in a manner which, to its knowledge, shall result in:

- a) the non-compliance with, a risk of amendment or withdrawal of any Authorisation;
- b) a breach of any Applicable Law or the terms of any applicable Authorisation; or
- c) a breach of the Transportation Agreement,

#### **5.4.4 Confidentiality**

##### **5.4.4.1 Confidentiality**

For the term envisaged by Clause 5.4.4.3, each of the Parties shall:

- a) keep confidential the terms of the Capacity Agreement, the Small Scale Agreement and all information, whether in written or any other form, which has been or is from time to time disclosed to it by or on behalf of the other Party to the Capacity Agreement in confidence or which by its nature ought to be regarded as confidential (**Confidential Information**); and
- b) procure that its directors, officers, employees and representatives and those of its Affiliates or shareholders keep secret and treat as confidential all such Confidential Information.

##### **5.4.4.2 Permitted disclosures**

Clause 5.4.4.1 does not apply to information:

- a) which, after the date of the Capacity Agreement or Small Scale Agreement, becomes published or otherwise generally available to the public, except in consequence of a wilful or negligent act or omission by the recipient Party in contravention of the obligations in Clause 5.4.4.1;
- b) disclosed by a Party to its Affiliates or shareholders provided that (i) such disclosure is made for purposes pertaining to the Capacity Agreement or Small Scale Agreement, (ii) such Affiliates and shareholders have signed, prior to disclosure, an undertaking of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1 and that (iii) such disclosure does not breach any provision of the Applicable Law;
- c) disclosed to the recipient Party by a third party who is entitled to divulge such Confidential Information and who is not under any obligation of confidentiality in respect of such Confidential Information;
- d) disclosed to the extent required by any Applicable Law or by any Competent Authority to whose rules the Party making the disclosure or any Affiliate is subject provided that the Party disclosing the Confidential Information shall notify the other Party of the Confidential Information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure shall be made and shall take all reasonable action to avoid and limit such disclosure;
- e) which has been collected and processed by the recipient Party independently and without any breach of the Applicable Law unless it has been collected in the performance of activities envisaged by the Capacity Agreement or Small Scale Agreement or by their implementation;
- f) disclosed to a proposed bona fide transferee or assignee of the whole or part of the disclosing Party's interest under the Capacity Agreement or Small Scale Agreement, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;
- g) disclosed to a party interested in acquiring a holding in the corporate capital of the disclosing Party, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;
- h) disclosed to a bank, other financial institution or bond investors or underwriters or any party in relation to a potential securitization in connection with efforts by that Party or an Affiliate to obtain funds,

or to document any loan to or security granted by that Party or an Affiliate or in connection with any bond issue or securitization, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

i) to the extent that the Confidential Information is properly and reasonably required by any adviser, auditor, consultant, expert, contractor or subcontractor who is employed or retained by (or whose employment or retention is being considered by) that Party or by the bank or other financial institution or entity referred to in Clause 5.4.4.2h) and whose function requires them to have the Confidential Information, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

j) disclosed to a supplier or potential supplier of LNG that is to be Unloaded into the Terminal for purposes reasonably necessary for such supply, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

k) to the extent that the Confidential Information is properly and reasonably required by any Party to resolve a dispute or disputes arising in connection with the provision and/or receipt of the Regasification Service and/or the Small Scale Service at the Terminal, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

l) disclosed to any applicable tax authority to the extent required by a legal obligation;

m) disclosed, subject to the consent of the other Party (which may not be unreasonably withheld), to the extent reasonably required to assist the settlement of the disclosing Party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing Party;

n) which the Recipient Party can prove that the Confidential Information was already known to it before its receipt from the disclosing Party; or

o) disclosed by a Party with the prior approval of the other Party, which approval shall not be unreasonably withheld or delayed.

#### **5.4.4.3 Duration of confidentiality**

The provisions of this Clause 5.4.4 shall survive any termination or expiry of the Capacity Agreement or Small Scale Agreement or transfer by the User of all of the User's rights and obligations under the Capacity Agreement or Small Scale Agreement for a period of ten (10) years after such termination, expiry or transfer.

#### **5.4.5 Notices**

##### **5.4.5.1 Serving of Notices**

Except as otherwise provided in the Terminal Manuals, any notice to be given by one Party to the other Party under or in connection with the Capacity Agreement or Small Scale Agreement shall be in writing and in accordance with the requirements of Clause 5.4.5. Such notice may be served in the forms and by the means of communication envisaged by the Capacity Agreement or Small Scale Agreement, respectively, and in each case marked for the attention of the relevant person specified in the Capacity Agreement or Small Scale Agreement, respectively, (or as otherwise notified from time to time in accordance with Clause 5.4.5.2). Any notice so served by hand, fax, courier or certified electronic mail shall be deemed to have been duly given:

a) in the case of delivery by hand, pre-paid recorded delivery, special delivery, registered post or courier, when delivered; or

b) in the case of fax and/or by e-mail, at the time of transmission,

provided that in each case where delivery by hand, by fax, by e-mail, pre-paid recorded delivery, special delivery, registered post or courier, occurs after 18:00 hours on a Business Day or on a Day which is not a Business Day, service shall be deemed to occur at 09:00 hours on the next Business Day.

##### **5.4.5.2 Changes to notice details**

A Party may notify the other Party of a change to its name, relevant addressee, address, fax number or certified email address and such notice shall only be effective on the fifth (5<sup>th</sup>) Business Day following the delivery of the notice regarding the changes or, if later, on the date expressly indicated in the notice regarding the changes.

### 5.4.5.3 Language

- a) All notices and other documents delivered under or in connection with the Capacity Agreement or Small Scale Agreement shall be in the Italian language or, if required by Applicable Law in any other language, accompanied by a translation into Italian.
- b) Subject to Clause 5.4.5.3a), in the event of any conflict between the Italian wording of any notice and the wording of any notice in any other language, the Italian text shall prevail, unless a notice or document is required by Applicable Law to be in another language in which case that other language shall prevail.

### 5.4.6 Third Party Rights

The Capacity Agreement and the Small Scale Agreement do not assign rights to third parties to enforce or rely on any of their provisions.

### 5.4.7 Severability

If any provision of the Capacity Agreement and/or Small Scale Agreement shall be found by any Competent Authority to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Regasification Code and/or Capacity Agreement and/or Small Scale Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

### 5.4.8 Management of service emergencies

In order to deal with emergency situations (including fire, leakage of liquids or flammable gas) which may interfere with the operation of the Terminal, and which may have effect on the safety of persons, property, or the environment, the Operating Company has adopted an internal emergency plan.

In light of the legal status of the Ship Owner of the Terminal and of the technical/operational management activities assigned to it, responsibility for the implementation of the internal emergency plan and the activation of the external emergency plan lies with the latter.

The internal emergency plan which sets out the actions that the personnel of the Ship Owner of the Terminal are to take during emergency situations, is in accordance with the provisions set out in Legislative Decree no. 105/2015 (Seveso III), and in accordance with Presidential Decree no. 435 of 8/11/1991 (SOLAS), EU Regulation no. 336 of 15/02/2006 in relation to the management system in accordance with the IMO Code

#### 5.4.8.1 Service Emergencies

The emergency events that are covered in the internal emergency plan may be the following:

**Emergency:** an anomalous and dangerous occurrence, arising from internal or external causes, that calls for immediate action in order to prevent damage to people, environment and the Terminal.

**Accident:** any undesired event that may cause damage to people, environment and/or the Terminal.

**Major Incident:** an occurrence such as an emission, fire, or large-scale explosion resulting from a series of uncontrollable events, and which could constitute a serious danger to human health and/or the environment, whether immediate or future, inside or outside the Terminal, and involving one or more dangerous substances.

#### 5.4.8.2 Objectives of the interventions

The emergency procedures provide details of the staff present on the Terminal and on land with regard to the suitable measures to be adopted for each type of emergency. The objectives of the internal emergency plan are:

- a) to monitor and report the incident so as to minimise its effects and limit any damage to persons, the environment and property;
- b) to take any necessary steps to protect persons and the environment from the consequences of a major incident;
- c) inform to an adequate degree the staff on board and the Competent Authorities;
- d) return the situation to normal and, if necessary, proceed with a remediation of the environment following the incident in question.

### 5.4.8.3 Levels of emergency of the internal emergency plan

The internal emergency plan envisages the following levels of alarm:

a) **General alarm:** such alarm shall be given for any emergency situation and indicates immediate danger to human life, the Terminal, its machinery, the cargo or the environment. The situations that cause such type of alarm are, by way of example, listed below:

- Person (s) overcome by asphyxia;
- Collision;
- Helicopter crash;
- Pollution
- Major Incident

b) **Fire:** such alarm must be given in case of fire on board the Terminal;

c) **Man Overboard:** such alarm must be given when someone has fallen into the sea;

d) **Abandon ship** implies a situation which can no longer be controlled and which will give rise to "ABANDON SHIP" wherefore the crew and visitors have to be summoned to the life boat muster stations and abandon the Terminal.

e) **Release of Methane Gas and toxic substances**

f) **Pollution**

g) **ISPS Code** (The International Ship and Port Facility Security Code)

The alarm system utilizes 7 different sound alarms for the relevant emergencies, each of which has a different tone and frequency.

The end of the state of emergency is declared by the Terminal Manager

**Available documentation:** The technical documentation, useful for dealing with and resolving the emergency situation (such as the procedures for the safe operation and the restarting of the facilities) is available in the central control room.

### 5.4.8.4 Communications in case of emergency

In case of emergency, in addition to activating the procedures to resolve the emergency, the Terminal Manager or his/her deputy will make the following communications:

- informing the O&M-Contractor's person in charge on land, who is responsible for contacts with third parties (Operating Company and Competent Authorities) of the emergency;
- informing the Harbour Master of Livorno of the emergency;
- informing the support ships (the LNG guardian and, if necessary, the tugs) of the emergency;
- informing Snam Rete Gas and the LNG Carrier and/or the Small Scale Carrier (if present) of the emergency.

The O&M- Contractor's person in charge on land is responsible for organising the emergency on land and communicating with the Operating Company and the Competent Authorities, if necessary activating the external emergency plan.

In case of a Major Incident, the Operating will send all the written communications required and envisaged by Legislative Decree no. 105/2015 (Seveso III).

### 5.4.8.5 Information in relation to emergencies

The Operating Company will keep track of a various fundamental details of such emergencies, such as:

- type of emergency;
- date/time of the event;
- description of the component of the facility affected by the emergency;



- any recorded emissions of gas/LNG;
- description of the event and its causes;
- the entity requesting the intervention (third parties and O&M-Contractor);

The Operating Company shall provide the ARERA by 31<sup>st</sup> December of each year with a summary note containing the main information regarding the service emergencies which took place at the Terminal during the previous Gas Year.

#### **5.4.9 Administrative liability**

The User or Small Scale User acknowledges that it is aware of Legislative Decree 8 June 2001 no. 231, as subsequently amended, concerning the administrative liability of legal persons, the provisions of the Operating Company's Organisational Model, including the Ethics and Conduct Code and the contents of the Value Chart, of the major incidents prevention policy and the Operating Company's HSEQ Policy (also available on the website) in relation to the activities envisaged by this Regasification Code and with which the User agrees to fully comply.

In particular the User or Small Scale User undertakes to act in compliance with the aforementioned Ethics and Conduct Code and with the Organisational Model, to the extent that they are applicable, and to act in such a way that there will be no risk that the Operating Company may be sanctioned pursuant to the Legislative Decree 231/2001, it being clear that full compliance with the provisions stated therein is essential to the Operating Company

## **SECTION 6: WORKS REQUIRED AT THE TERMINAL AND AMENDMENT OF THE REGASIFICATION CODE**

This Section sets the procedures to be followed for (i) executing the any works required at the Terminal and (ii) for the revision of the Regasification Code. The Terminal Manuals may be amended unilaterally by the Operating Company without involving any third party.

### **Chapter 6.1 – REQUIRED WORKS OF THE TERMINAL**

#### **6.1.1 Required works of the Terminal following a Change in Law**

- a) If any Change in Law shall reasonably necessitate the execution of any works or the taking of any action on or in relation to the Terminal or any part of it (**Required Works**), the Operating Company acting as a Reasonable and Prudent Operator shall give notice to the User setting out details of the Change in Law.
- b) The Operating Company shall be entitled to carry out Required Works at such time and in such manner as it may determine, subject to compliance with the following. The Operating Company shall:
  - (i) where reasonably practicable, carry out the Required Works between 1 April and 30 September (inclusive);
  - (ii) carry out the Required Works as soon as reasonably practicable;
  - (iii) carry out or procure the carrying out of the Required Works following preparation of a works programme in accordance with the standards of a Reasonable and Prudent Operator; and
  - (iv) notify the User or Small Scale User of the anticipated date, from time to time on which any modification of the Terminal as a result of the Required Works is to be commenced and commissioned.

## **Chapter 6.2 – AMENDMENT OF THE REGASIFICATION CODE**

### **6.2.1 General principles**

The proposed amendments to the Regasification Code are prepared by the Operating Company, published for consultation with interested parties are then forwarded to the ARERA together with the opinion of the Consultation Committee in order to verify compliance with the criteria for drafting such Regasification Code and with general objectives relating to the access and use of LNG regasification plants.

Proposed amendments may also be prepared by the Operating Company as the result of amendment requests received from authorised parties according to the procedure described below.

The proposals for the amendment of the Regasification Code shall be prepared by the Operating Company pursuant to article 15, section 2, of ARERA's Resolution no. ARG/gas 55/09 of 7 May 2009. In order to consult with interested parties, OLT shall publish the proposed amendments on its website.

### **6.2.2 Requests for amendments to the Regasification Code**

#### **6.2.2.1 Authorised parties**

Parties authorised to submit requests for amendments to the Regasification Code change requests are as follows:

- a) Users, either individually or collectively;
- b) storage and transport enterprises;
- c) and associations of distribution companies, limited to the areas of the Regasification Code which impact them directly.

#### **6.2.2.2 Submitting an amendment request**

Pursuant to ARERA's Resolution ARG/gas No. 55/09, amendment requests may be submitted to the Operating Company at any time during the Gas Year.

The amendment request must include a description of the main elements of the required change on the basis of which the Operating Company, if the proposed change is accepted, shall develop a proposed amendment to the Regasification Code.

#### **6.2.2.3 Admissibility requirements**

In order to be declared admissible by the Operating Company, each amendment request must:

- a) be submitted by an authorised party in accordance with paragraph above;
- b) be accompanied by information regarding the applicant (company, registered office, etc.) and at least one contact person (name, telephone number, fax number, e-mail, etc.) who can be contacted in relation to the change request in question;
- c) indicate the reasons why the Applicant believes that the change should be accepted, providing, if the request is submitted by the parties referred to in paragraph above, elements demonstrating their direct involvement in the subject area of the change request;
- d) include any relevant documentation (analysis, reporting, etc.) to support the request.

#### **6.2.2.4 Declaration of admissibility**

The Operating Company shall verify that the amendment request complies with the requirements under Clause 6.2.2.3. In the event that one or more of these requirements have not been met, the Operating Company shall inform the applicant of the inadmissibility of the request, indicating which elements are not compliant, by the third business day following receipt of the change request. The applicant is entitled to submit a new change request including the additional elements required.

The change request is considered admissible if the Operating Company does not comment on it within three (3) Business Days of receipt.

#### **6.2.2.5 Evaluation of the change request**

The Operating Company shall analyse and evaluate the amendment request based on the following criteria:

- a) consistency of the changes with the regulatory framework and the principles of the Regasification Code;
- b) ways in which the changes will improve the functionality of the Regasification Code;
- c) operational implications for the LNG regasification activity in terms of technical complexity, adjustment timelines and estimated cost.

During the evaluation phase, the Operating Company may request additional information and/or clarification from the Applicant. If the evaluation is successful, by the end of the twentieth (20<sup>th</sup>) Day following receipt of the amendment request referred to in paragraph above the Operating Company shall publish the amendment request on its website and shall draft a proposed amendment to the Regasification Code.

By the same deadline, the Operating Company, where it considers that the amendment request should not be submitted for consultation, shall make it available to the ARERA, along with an explanation as to why the Operating Company decided not to submit it for consultation and informing the Applicant of same.

The proposals for amendment shall:

- d) contain a brief description of the nature of the amendment, indicating the grounds on which the Operating Company bases its decision to adopt the amendment;
- e) indicate the clauses and Sections/Chapters of the Regasification Code which are affected by the proposal, together with the amendments to be made to the text of the Regasification Code;
- f) be accompanied by any documentation (analysis, reports, etc.) which support the need for adopting the proposed amendment;
- g) indicate a date on which the proposed amendment should become effective.

The Operating Company shall also assign to each proposal a reference number and it will register the proposal in the relevant registry, which shall be kept at the registered office of the Operating Company and be available for consultation by anyone who requests to do so.

#### **6.2.2.6 Consultation on the proposed amendment**

The Operating Company shall file the proposals for amendment with the consultation committee in accordance with article 3 of ARERA's Resolution no. ARG/gas 55/09 of 7 May 2009.

Contemporaneously with the filing of the proposal for amendment with the Consultation Committee, the Operating Company shall publish the proposal for amendment on its web site, in order to enable all interested parties to formulate their own comments on the proposal.

The proposed amendment prepared by the Operating Company in accordance with the decrees, resolutions or other measures issued by the competent authority will be published on its website within fifteen (15) Days from the publication of the measure unless the measure itself does not provide a different deadline.

Operating Company may propose amendments at any time of the Gas Year.

The consultation period lasts:

- a) forty five (45) Days, or
- b) thirty (30) Days if the proposed amendment prepared by the Operating Company in accordance with decrees, resolutions or other measures issued by the competent authority, unless the measure provides a deadline

#### **6.2.2.7 Filing with the ARERA of the proposal for amendment**

Within twenty (20) Days from the end of the process described above, the Operating Company, in order to allow the compliance assessment and pursuant to the provisions of article 3.7 of ARERA's Resolution no. ARG/gas 55/09, shall file with the ARERA:

- (1) the proposed amendments of the Regasification Code, as possibly modified in order to take into account the opinions and comments received during the course of the consultation process;
  - (2) the related opinions and notices formulated or sent by the Consultation Committee;
  - (3) a report illustrating how those opinions and notices have been taken into account.
- a) The above deadline is reduced to ten (10) Days if the proposed amendment prepared by the Operating Company is in response to decrees, resolutions or other measures issued by the Competent Authority.
  - b) The proposals filed with the ARERA will be published by the Operating Company on its web site.
  - c) Operating Company publishes the updated code on its web site within ten (10) Days of the publication of the update on the website of the ARERA.

## **SECTION 7 ANNEXES**

This section contains the forms for allocation requests, capacity agreements, capacity transactions, the bank guarantees to be submitted in the various allocation processes and the quality specifications for LNG and Gas.



*[Applicant's headed notepaper]*

**Annex 1: Expression of Interest for Annual and Multi-Year Continuous Capacity form**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
Attn. Commercial Manager  
Marika Venturi  
oltcommercial@legalmail.it  
commercial.operations@oltoffshore.it  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Manifestation of Interest for Annual and Multi-Year Regasification Capacity provided at the “FSRU Toscana” Terminal**

Whereas on [•] the Company OLT Offshore LNG Toscana S.p.A., with registered office in via Passione 8, Milan, , tax registration and VAT no. 07197231009, published the LNG regasification capacity available for allocation from the second Gas Year until the twenty-fifth Gas Year, I ....., born on...../...../....., tax registration no....., resident in ....., in my capacity as legal representative or duly empowered person, in the name and on behalf of the Company [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•], hereby wish to express my interest in the allocation of regasification capacity as represented below:

<b>Gas Year</b>	<b>Relevant regasification capacity for each single Gas Year</b>
20[•]/[•]	[•]
20[•]/[•]	

*[Applicant's headed notepaper]*

It is understood that the sending of this expression of interest shall not in any way be commit this Company to taking part in the allocation processes for the natural liquefied gas regasification capacity of the “FSRU Toscana” terminal, including in the event that OLT Offshore LNG Toscana S.p.A. were to offer available regasification capacity in a manner conforming to the interest expressed herein.

Yours sincerely

*[Place], [DD/MM/YYYY]*

*[SIGNATURE]*

*Attachment: photocopy of the signatory's identity document*

*[Applicant's headed notepaper]*

**Annex 2A1: Statement of Release of Continuous Capacity form**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
oltcommercial@legalmail.it  
commercial.operations@oltoffshore.it  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Statement of Release of Continuous Capacity**

Whereas the Company [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("User") entered into a Capacity Agreement with the Operating Company on [•] and holds the regasification capacity indicated below following the allocation process envisaged by Clause 2.1.5.1 of the Regasification Code, I ....., born on...../...../....., tax registration no....., resident in ....., in my capacity as legal representative or duly empowered person, in the name and on behalf of the Company [•], hereby, in accordance with the provisions of Clause 3.2.3.1 of the Regasification Code, release Continuous Capacity as indicated below:

Gas Year	20[•]/20[•]	20[•]/20[•]	20[•]/20[•]	20[•]/20[•]	20[•]/20[•]
Regasification capacity released in m <sup>3</sup> liq	[•]	[•]	[•]	[•]	[•]
Reserve price in €/m <sup>3</sup> liq	[•]	[•]	[•]	[•]	[•]
Request for application of the reserve price under Article 7, paragraph 1), letter a) of the TIRG, if the above specified reserve price is higher than the latter	[yes/no]	[yes/no]	[yes/no]	[yes/no]	[yes/no]

*[Applicant's headed notepaper]*

In particular, in accordance with Clause 3.2.3.1 of the Regasification Code, the User will remain subject to any obligations or liability arising from or associated with such released capacity in respect of the Operating Company except where and insofar as such released capacity is subsequently allocated following the allocation processes envisaged by the Regasification Code.

Yours sincerely,

*[Place], [DD/MM/YYYY]*

*[SIGNATURE]*

*Attachment: photocopy of the signatory's identity document*

*[Applicant's headed notepaper]*

**Annex 2A2: Statement of Release of Monthly Slots or Delivery Slots or Complementary Slots form**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
oltcommercial@legalmail.it  
commercial.operations@oltoffshore.it  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Statement of Release of Delivery Slots or Monthly Slots or Complementary Slots**

Whereas the Company [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] (“**User**”) entered into a Capacity Agreement with the Operating Company on [•], and holds the regasification capacity indicated below following the allocation process envisaged by Clause 2.1.5.1 of the Regasification Code, I ....., born on...../...../....., tax registration no....., resident in ....., in my capacity as legal representative or duly empowered person, in the name and on behalf of the Company [•], hereby release, in accordance with the provisions of Clause 3.2.3.2 of the Regasification Code, the Delivery Slots or Monthly Slots or Complementary Slots and the corresponding associated regasification capacity as indicated below:

Gas Year [yyyy/yyy]	Relevant Month and Year [mm/yyyy]	Sequential Number of the slot[number]	Scheduled Arrival Window for the slot [DD/MM/YYYY] (if applicable) Monthly Slot)	Regasification capacity allocated and subscribed [m <sup>3</sup> <sub>liq</sub> /year]	Reserve price [€/m <sup>3</sup> <sub>liq</sub> ]	Request for application of the reserve price under Article 7, paragraph 1), letter a) of the TIRG, if the above specified reserve price is
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*[Applicant's headed notepaper]*

						<b>higher than the latter</b>
						[yes/no]
						[yes/no]

In particular, in accordance with Clause 3.2.3.2 of the Regasification Code, the User will remain subject to any obligations or liability arising from or associated with each released Delivery Slot or Complementary Slot in respect of the Operating Company except where and insofar as such released Delivery Slot or Complementary Slot is subsequently allocated following the allocation processes envisaged by the Regasification Code.

Yours sincerely,

*[Place], [DD/MM/YYYY]*

*[SIGNATURE]*

*Attachment: photocopy of the signatory's identity document*



[Applicant's headed notepaper]

**Annex 2A3: Withdrawal of Release of Continuous Capacity form**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
oltcommercial@legalmail.it  
commercial.operations@oltoffshore.it  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Withdrawal of Release of Continuous Capacity**

Whereas the Company [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("**User**"):

- a) entered into a Capacity Agreement with the Operating Company on [•], and holds the regasification capacity indicated below following the allocation process envisaged by Clause 2.1.5.1 of the Regasification Code;
- b) on [•] sent a Statement of Release of Continuous Capacity indicated below in accordance with the provisions of Clause 3.2.3.1 of the Regasification Code.

I ....., born on...../...../....., tax registration no....., resident in ....., in my capacity as legal representative or duly empowered person, in the name and on behalf of the Company [•], hereby request, in accordance with the provisions of Clause 3.2.3.1f) of the Regasification Code, the withdrawal of the release of the Continuous Capacity indicated below:

<b>Gas Year [yyyy/yyyy]</b>	<b>Relevant Month and Year [mm/yyyy]</b>	<b>Regasification capacity allocated and subscribed [m<sup>3</sup><sub>liq</sub>/year]</b>

The User is aware that, following the sending of this withdrawal of release, it will again be subject to any obligations and liability arising from the Continuous Capacity indicated above.

Yours sincerely,

Courtesy English Translation (not binding – only the Italian version is binding)  
Annex 2A3: Withdrawal of Release of Continuous Capacity form

*[Applicant's headed notepaper]*

*[Place], [DD/MM/YYYY]*

*[SIGNATURE]*

*Attachment: photocopy of the signatory's identity document*

*[Applicant's headed notepaper]*

**Annex 2A4: Withdrawal of Release of Delivery Slot or Monthly Slot or Complementary Slot form**

OLT Offshore LNG Toscana  
 Via Gaetano D'Alesio 2  
 57126 Livorno – Italy  
 attn. Commercial Manager  
 Marika Venturi  
 oltcommercial@legalmail.it  
 commercial.operations@oltoffshore.it  
 Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Withdrawal of Release of Delivery Slot or Monthly Slot or Complementary Slot**

Whereas the Company [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("**User**"):

- a) entered into a Capacity Agreement with the Operating Company on [•], and holds the regasification capacity indicated below following the allocation process envisaged by Clauses 2.1.8, 2.1.5.1 of the Regasification Code,
- b) on [•] sent a Statement of Release of Delivery Slot or Monthly Slot or Complementary Slot in accordance with the provisions of Clauses 3.2.3.2 of the Regasification Code.

I ....., born on...../...../....., tax registration no....., resident in ....., in my capacity as legal representative or duly empowered person, in the name and on behalf of the Company [•], hereby request, in accordance with the provisions of Clause 3.2.3.2f) of the Regasification Code, the withdrawal of the release of the Delivery Slots or Monthly Slots or Complementary Slot indicated below:

<b>Gas Year</b> [yyyy/yyyy]	<b>Relevant Month and Year</b> [mm/yyyy]	<b>Sequential Number of the slot</b> [number]	<b>Scheduled Arrival Window for the Delivery Slot (if applicable)</b> [DD/MM/YYYY]	<b>Regasification capacity allocated and subscribed</b> [m <sup>3</sup> <sub>liq</sub> /year]

*[Applicant's headed notepaper]*

The User is aware that, following the sending of this withdrawal of release, it will again be subject to any obligations and liability arising from or associated with each Delivery Slot or Monthly Slot or Complementary Slot indicated above.

Yours sincerely,

*[Place], [DD/MM/YYYY]*

*[SIGNATURE]*

*Attachment: photocopy of the signatory's identity document*

**Annex 3: Regasification Capacity Exchange form**

**Annex 3: Regasification Capacity Transfer form**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
[oltoffshore@legalmail.it](mailto:oltoffshore@legalmail.it)  
[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Transfer of regasification capacity**

This form for the transfer of regasification capacity (“**Transfer**”) is executed on [•] between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferring User**”) and [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferee**”).

**Whereas**

- a) The Transferring User intends to transfer regasification capacity to the Transferee.
- b) The Transferee will have the rights and obligations of a User as envisaged in the relevant Capacity Agreements.
- c) The Transferee has already entered into a Capacity Agreement with the Operating Company and has submitted the financial guarantees envisaged by Chapter 3.1 in relation to the regasification capacity for which it intends to become the transferee.
- d) This Transfer does not exempt the Transferring User from any obligations and liability under its Capacity Agreement accruing prior to the effective date of this Transfer.
- e) The effectiveness of this Transfer is subject to acceptance by the Operating Company, pursuant to the provisions of Clause 3.2.2.1b) of the Regasification Code.

**Now, therefore**, the Transferring User and the Transferee agree as follows:

**1. Subject matter and effectiveness of the Transfer**

- 1.1. This form regards the transfer of regasification capacity from the Transferring User to the Transferee pursuant to Clause 3.2.2 of the Regasification Code and, as a result, the Operating Company’s making available and the Transferee’s acquisition of the regasification capacity (expressed in m<sup>3</sup><sub>liq</sub>/year) or of the relevant Delivery Slots and/or Monthly Slots or Complementary Slot required to access the Regasification Service during the period of validity of the Transferee’s Capacity Agreement.

**Annex 3: Regasification Capacity Exchange form**

1.2. The Transferring User will transfer to the Transferee and the Transferee will take over the benefits, interests, liability and obligations envisaged by Clause 3.2.2.2 of the Regasification Code in relation to the regasification capacity envisaged by this Transfer and stated in the subsequent article 2.1.

**2. Regasification capacity**

2.1. The Transferring User and the Transferee request permission to transfer regasification capacity as indicated below:

<b>Gas Year</b> [yyyy/yyyy]	<b>Relevant Month and Year</b> [mm/yyyy]	<b>Sequential Number of the slot</b> [number]	<b>Scheduled Arrival Window for the slot (if applicable)</b> [DD/MM/YYYY] (1)	<b>Regasification capacity allocated and subscribed</b> [m <sup>3</sup> <sub>liq</sub> /year]	<b>Transferring User</b>	<b>Transferee</b>

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee]**

\_\_\_\_\_

\_\_\_\_\_

The Transferring User and the Transferee declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the Transferring User and the Transferee declare that they have examined the above terms and conditions and that they are aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2b) (*“Interruptible Redelivery Service”*), 1.4.1.6 (*“Waiver of Regasification Service or Small Scale Service”*), 1.4.3 (*“Assignment to Terminal Lenders”*), 2.1.3 (*“Consequences of failure to meet the Service Conditions”*), 3.1.1 (*“Credit Requirements for the Continuous Regasification Service”*), 3.1.3 (*“Variation of the Credit Requirements”*), 3.1.5 (*“Replacement and enforcement of the financial guarantees”*), 3.1.8 (*“Insurance requirements”*), 3.2.1



**Annex 3: Regasification Capacity Exchange form**

*(“No assignment”), 3.2.3 (“Release of regasification capacity”), 3.3.3 (“User’s Changes to Ninety Day Unloading and Loading Schedule”), 3.3.4 (“Operating Company Changes to Annual Unloading and Loading Schedule and Ninety Day Unloading and Loading Schedule”), 3.3.5 and 3.3.6 (“Charge variance”), Chapter 3.8 (“Variations of the Regasification Service”), 5.2.2.6 (“Invoicing disputes”), 5.2.2.7 (“Late payment”), 5.3.1.1 (“The User’s and Small Scale User’s liability in respect of the Operating Company”), 5.3.1.2 (“Liability for loss of revenue”), 5.3.1.3 (“The Operating Company’s liability in respect of the User”), 5.3.1.4 (“Liability to third party owners of LNG”), 5.3.1.6 (“Limitations of Liability”), 5.3.3.1 (“Withdrawal by User”), 5.3.3.3 (“Waiver of Italian Civil Code rights”), 5.3.4.4 (“User’s and Small Scale User’s rights and obligations”), 5.4.2.8 (“Time limits”).*

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee]**

\_\_\_\_\_

\_\_\_\_\_

As a sign of acceptance

[Place], [DD/MM/YYYY]

**OLT Offshore LNG Toscana S.p.A.**

\_\_\_\_\_

*Attachment: photocopy of the signatories’ identity documents*

**Annex 3A:** Regasification Capacity Exchange form

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
oltcommercial@legalmail.it  
commercial.operations@oltoffshore.it  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Form for Exchange of regasification capacity between Users**

This form for the exchange of regasification capacity ("**Exchange**") is executed on [•] between [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("**User no. 1**") and [], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("**User no. 2**") and, collectively, "**Users of the Exchange**".

**Whereas**

- a) The Users of the Exchange intend to exchange their regasification capacity pursuant to Clause 3.2.4 of the Regasification Code.
- b) The Users of the Exchange will take over all the rights and obligations arising from the relevant Capacity Agreements.
- c) The Users of the Exchange will retain all their rights and obligations in respect of the Operating Company under the Capacity Agreement, including the obligation to pay the Charges for the non-exchanged regasification capacity.
- d) The effectiveness of the Exchange is subject to the express acceptance of the Operating Company pursuant to Clause 3.2.4.2b) of the Regasification Code.

**Now, therefore**, the Users of the Exchange agree as follows:

**1. Subject matter and effectiveness of the Exchange**

1.1. This agreement regards the Exchange of regasification capacity pursuant to Clause 3.2.4 of the Regasification Code and the resulting re-allocation by the Operating Company of the regasification capacity (expressed in m3liq/year) or of the relevant Delivery Slots and/or Monthly Slots or Complementary Slot(s) required to access the Regasification Service.

1.2. The Users of the Exchange intend to take over the benefits, interests, liability and obligations envisaged by Clause 3.2.4.3 of the Regasification Code in relation to the regasification capacity envisaged by this Exchange and stated in the subsequent article 2.1.

**2. Regasification capacity**

2.1. The Users of the Exchange request permission to exchange regasification capacity as indicated above:

<b>Regasification capacity to be exchanged</b>					
	<b>Gas Year</b> [yyyy/yyyy ]	<b>Relevant Month and Year</b> [mm/yyyy] <sup>(1)</sup>	<b>Sequential Number of the slot</b> [number] <sup>(1)</sup>	<b>Arrival Window for the slot</b> (if applicable) [dd/mm/yyyy]	<b>Regasification capacity allocated and subscribed</b> [m <sup>3</sup> <sub>liq</sub> /year]
<b>User no. 1</b>					
<b>User no. 2</b>					

<b>Regasification capacity as resulting from the exchange</b>					
	<b>Gas Year</b> [yyyy/yyyy ]	<b>Relevant Month and Year</b> [mm/yyyy] <sup>(1)</sup>	<b>Sequential Number of the slot</b> [number] <sup>(1)</sup>	<b>Arrival Window for the slot</b> (if applicable) [dd/mm/yyyy]	<b>Regasification capacity allocated and subscribed</b> [m <sup>3</sup> <sub>liq</sub> /year]
<b>User no. 1</b>					
<b>User no. 2</b>					

[Place], [DD/MM/YYYY]

**[User no. 1]**

**[User no. 2]**

\_\_\_\_\_

\_\_\_\_\_

The Users of the Exchange declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the Users of the Exchange declare that they have examined the above terms and conditions and that they are aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2(b) (“*Interruptible Redelivery Service*”), 1.4.1.6 (“*Waiver of Regasification Service or Small Scale Service*”), 1.4.3 (“*Assignment to Terminal Lenders*”), 2.1.3 (“*Consequences of failure to meet the Service Conditions*”), 3.1.1 (“*Credit Requirements for the Continuous Regasification Service*”), , 3.1.3 (“*Variation of the Credit Requirements*”), 3.1.5 (“*Replacement and enforcement of the financial guarantees*”), 3.1.8 (“*Insurance requirements*”), 3.2.1 (“*No assignment*”), 3.2.3 (“*Release of regasification capacity*”), 3.3.3 (“*User’s Changes to Ninety Day Unloading and Loading Schedule*”), 3.3.4 (“*Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading*”).

**Annex 3A: Regasification Capacity Exchange form**

*Schedule*”), 3.3.5 and 3.3.6 (“*Charge variance*”), Chapter 3.8 (“*Variations of the Regasification Service*”), 5.2.2.6 (“*Invoicing disputes*”), 5.2.2.7 (“*Late payment*”), 5.3.1.1 (“*The User’s and Small Scale User’s liability in respect of the Operating Company*”), 5.3.1.2 (“*Liability for loss of revenue*”), 5.3.1.3 (“*The Operating Company’s liability in respect of the User*”), 5.3.1.4 (“*Liability to third party owners of LNG*”), 5.3.6.1 (“*Limitations of Liability*”), 5.3.3.1 (“*Withdrawal by User*”), 5.3.3.3 (“*Waiver of Italian Civil Code rights*”), 5.3.4.4 (“*User’s and Small Scale User’s rights and obligations*”), 5.4.2.8 (“*Time limits*”).

**[User no. 1]**

**[User no. 2]**

\_\_\_\_\_

\_\_\_\_\_

As a sign of acceptance

[Place], [DD/MM/YYYY]

**OLT Offshore LNG Toscana S.p.A.**

\_\_\_\_\_

*Attachment: photocopy of the signatories’ identity document*

## **Annex 4: Capacity Agreement form**

### **CAPACITY AGREEMENT**

This regasification capacity agreement (“**Capacity Agreement**”) is executed by **OLT Offshore LNG Toscana S.p.A.**, tax registration no. and VAT no. 07197231009, registered in the companies’ register of Milan and having registered office in via Passione 8, 20122 Milan, in the person of its legal representative(s) [•], (“**Operating Company**”) and [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•], in the person of its legal representative(s) [•], (“**User**”), hereinafter collectively referred to as the “**Parties**”.

#### **Whereas**

- a) On 29 October 2024 the Regasification Code was approved by the Italian Regulatory Authority for Energy Networks and the Environment (“ARERA”) by resolution 438/2024/R/GAS (as amended, updated or supplemented);
- b) In relation to the regasification capacity which will be offered by the Operating Company, the User intends to (i) submit one or more regasification capacity requests pursuant to Clauses 2.1.5, 2.1.8 and/or 2.1.9 of the Regasification Code or (ii) submit a regasification capacity Transfer request as a Transferee pursuant to Clause 3.2.2 of the Regasification Code;
- c) The User intends to acquire the rights and obligations of a User of the Regasification Service envisaged by this Capacity Agreement and by the Regasification Code, in the event that it is awarded regasification capacity or following the Transfer of such capacity;

**Now, therefore**, the User and the Operating Company declare that they have agreed as follows:

#### **1. Definitions and interpreting criteria**

- 1.1. Unless defined otherwise, the capitalised terms contained in this Capacity Agreement shall have the meaning indicated in Clause 1.1.1 of the Regasification Code.
- 1.2. This Capacity Agreement will be interpreted in accordance with the provisions of Clause 1.1.2 of the Regasification Code.

#### **2. Subject matter and effectiveness of this Capacity Agreement**

- 2.1. The Parties hereby intend to regulate the terms of the future provision of the Regasification Service by the Operating Company to the User in relation to any regasification capacity that will be assigned following the allocation processes envisaged by Clauses 2.1.5, 2.1.8 and/or 2.1.9 of the Regasification Code or transferred pursuant to Clause 3.2.2, expressed in m<sup>3</sup><sub>liq</sub>/year, and for the maximum number of Berthing Slots that may be allocated for access to the Regasification Service.

- 2.2. This Capacity Agreement will be valid from its date of execution by the User and the Operating Company until the Operating Company or the User exercise their right of withdrawal envisaged by article 2.6, it being understood that as a result of its execution the User will not be obliged to take part in the capacity allocation processes envisaged by Clauses 2.1.5, 2.1.8 and/or 2.1.9 of the Regasification Code.
- 2.3. This Agreement will be valid from the date on which regasification capacity is awarded following the processes envisaged by Clauses 2.1.5, 2.1.8 and/or 2.1.9 of the Regasification Code or the Operating Company's acceptance of the regasification capacity transfer request in accordance with the provisions of Clause 3.2.2 until the usage of the assigned capacity is completed or the loss of such right in accordance with the Regasification Code. Where there is an uninterrupted sequence of allocations, the Agreement will remain valid until completion of the usage of the assigned capacity with the longest expiry date or the loss of such right in accordance with the Regasification Code.
- Every allocation or transfer of regasification capacity will also determine the Regasification Capacity regulated by the Agreement which will be equal to the capacity allocated or transferred from time to time and to the sum of the allocated or transferred capacities that have not been or cannot be used in the case of an uninterrupted sequence of allocations or transfers.
- 2.4. The regasification obligation does not imply an obligation to redeliver the delivered LNG in the form of regasified gas but will consist of an obligation to redeliver quantities of gas equivalent in terms of energy, minus Consumption and Losses, at the Redelivery Point or at the Virtual Exchange Point.
- 2.5. Each of the Parties may give notice to the other of its withdrawal from this Capacity Agreement at any time, without prejudice to any rights and obligations that have been acquired hereunder.

### **3. Service Conditions**

- 3.1. The User is aware and expressly accepts that the regasification capacity envisaged by article 2.3 above may be adjusted during the validity of this Capacity Agreement in accordance with the provisions of the Regasification Code.
- 3.2. The Regasification Service relating to the regasification capacity envisaged by article 2.3 is regulated by the Capacity Agreement and the Regasification Code: therefore, the User and the Operating Company declare that they are fully aware of the contents of the Regasification Code and they agree to apply it and to comply with it. In particular, the User declares that it has read, accepted and approves the Clauses indicated in this Capacity Agreement.
- 3.3. The User declares that it is aware and accepts that any amendments to the Regasification Code made subsequent to the execution of this Capacity Agreement will automatically apply to the Capacity Agreement itself, even where they have not been expressly accepted by the User.



3.4. For the entire duration of the Capacity Agreement, and in any case pursuant to Clauses 2.1.1 and 2.1.2 of the Regasification Code, the User shall comply with all the Service Conditions.

#### **4. Charges**

- 4.1. The charge for the Regasification Service is determined following the regasification capacity allocation processes envisaged by the Regasification Code and in accordance with the provisions of Clause 5.2.1 thereof. Therefore, where there is an uninterrupted sequence of allocations, the charges for the service may be different from the results of the processes pursuant to which each different capacity was assigned. In the case of transfer of regasification capacity, the charges payable for the Regasification Service by the Transferee for the transferred regasification capacity will be those envisaged by the Transferring User's Capacity Agreement for such capacity.
- 4.2. The charge for the Snam Rete Gas S.p.A. transportation service is determined in accordance with the procedure established by the Regasification Code, applying the transportation tariffs approved by the ARERA.
- 4.3. The User also agrees to pay the Operating Company its share of the quantities payable in kind by the Operating Company to Snam Rete Gas S.p.A. to cover the consumption associated with the transportation service in accordance with the provisions of resolutions ARG/gas 184/09, ARG/gas 192/09, ARG/gas 198/09 as subsequently amended.

#### **5. Administrative liability**

The User declares that it is aware of the applicable legislation on the administrative liability of legal persons, with particular regard to Legislative Decree no. 231 of 8 June 2001, and that it has viewed the document entitled "Model 231", which also includes the Code of Ethics which the Operating Company drafted with reference to the applicable legislation on administrative wrongdoings by legal persons arising from crimes committed by directors, employees and/or collaborators. Model 231 is available on the website of the Operating Company. Moreover, the User may ask the Operating Company to provide it with a hard copy at any time.

#### **6. Money laundering**

The Operating Company declares that it complies with the principles envisaged by the Legislative Decree no. 231 of 21 November 2007 and that it agrees with the general obligation of "active collaboration" (reporting suspect transactions, storing documents, internal control), which is intended to prevent and impede money laundering and terrorist financing.

In accordance with the provisions of article 648 bis Italian Criminal Code, and with the provision of article 2 of Legislative Decree no. 231/2007, money laundering refers to: the conversion, transfer, concealment or the purchase, possession or use of assets in the knowledge that they

arise from criminal activity or from participation in criminal activity. Terrorist financing is defined Legislative Decree no. 109 of 22 June 2007.

The User declares that it is aware of the applicable legislation on the prevention of money laundering and terrorist financing envisaged by the Legislative Decree no. 231 of 21 November 2007.

The User declares, and accepts all liability associated with such declaration, that it is not aware of any criminal origin of any money, goods or other assets transferred for the purposes of this Capacity Agreement.

The Parties agree that any failure to comply with the provisions of this contractual clause or the failure to disclose any factual circumstances that entail a modification of the declarations issued by the User constitute a breach of this Capacity Agreement.

Consequently, the Operating Company may early terminate the Capacity Agreement in the event that the User is convicted, including in the first instance or following a plea bargain pursuant to article 444 Italian Code of Criminal Procedure, of one of the money-laundering or terrorist-financing crimes envisaged by the Legislative Decree no. 231 of 21 November 2007. A conviction of the User means the conviction of one of its employees, consultants, representatives or any other natural person that was acting in the interests or the name of the User when it engaged in the conduct that was punished under the criminal code.

In the event that the Operating Company exercises such right, it may charge all the higher costs and expenses arising or in any case associated with the early termination of this Capacity Agreement to the User.

## **7. Information and documentation**

- 7.1. The User agrees to provide the Operating Company with any information and documentation required for the performance of the Capacity Agreement, guaranteeing the truthfulness, accuracy, integrity and authenticity thereof
- 7.2. As regards any personal data of which the Parties may become aware subsequent to the execution and during the performance of the Agreement, they declare and warrant that such data will be processed in accordance with the personal data protection rules contained in EU Regulation 679/2016 (“GDPR”). In this regard, the User acknowledges that it has viewed the information on the processing of personal data published by the Operating Company in the dedicated section on its website and it agrees to provide it to any persons belonging to its organisation whose data will be processed by the Operating Company for the purposes of the performance of the Regasification Service, declaring that it will fully indemnify and hold harmless the Operating Company from and against any request, objection and/or adverse consequence that it may receive and/or suffer.

## **8. Miscellaneous**

Any matters not expressly envisaged by the Capacity Agreement shall be regulated by the provisions of the Regasification Code and the ARERA resolutions, where applicable

**9. Notices**

The telephone number, postal and e-mail address of each Party are as follows (unless notified otherwise)

The Operating Company: **OLT Offshore LNG Toscana S.p.A.**

Via Gaetano D'Alesio, 2

57126 Livorno

Fax +39 0586 210922

email [commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)

Certified email [oltcommercial@legalmail.it](mailto:oltcommercial@legalmail.it)

For the attention of the Commercial Manager Marika Venturi

The User: [User]

[Address]

[Postcode][City/town]

Fax [Fax]

email [email]

Certified email [Certified email]

For the attention of [For the attention of]

[Place], [DD/MM/YYYY]

OLT Offshore LNG Toscana

[User]

---

The User declares that it consents to and has read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the User declares that it has examined the above terms and conditions and that it is aware of and specifically approves the following Clauses of the Regasification Code: 1.4.1.2b) (*"Interruption Redelivery Service"*), 1.4.1.6 (*"Waiver of Regasification Service or Small Scale Service"*), 1.4.3 (*"Assignment to*

*Terminal Lenders*”), 2.1.3 (“Consequences of failure to meet the Service Conditions”), 3.1.1 (“Credit Requirements for the Continuous Regasification Service”), 3.1.3 (“Variation of the Credit Requirements”), 3.1.5 (“Replacement and enforcement of the financial guarantees”), 3.1.8 (“Insurance Requirements”), 3.2.1 (“No assignment”), 3.2.3 (“Release of regasification capacity”), 3.3.3 (“User’s Changes to Ninety Day Unloading and Loading Schedule”), 3.3.4 (“Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading Schedule”), 3.3.5 and 3.3.6 (“Charge variance”), Chapter 3.8 (“Variations of the Regasification Service”), 5.2.2.6 (“Invoicing disputes”), 5.2.2.7 (“Late payment”), 5.3.1.1 (“The User’s and Small Scale User’s liability in respect of the Operating Company”), 5.3.1.2 (“Liability for loss of revenue”), 5.3.1.3 (“The Operating Company’s liability in respect of the User and the Small Scale User”), 5.3.1.4 (“Liability to third party owners of LNG”), 5.3.1.6 (“Limitations of Liability”), 5.3.3.1 (“Withdrawal by User”), 5.3.3.3 (“Waiver of Italian Civil Code rights”), 5.3.4.4 (“User’s and Small Scale User’s rights and obligations”), 5.4.2.8 (“Time limits”).

[Place], [DD/MM/YYYY]

As a sign of acceptance

[User]

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*Attachment: photocopy of the signatories’ identity documents*

## Annex 5: Regasified Quantities Allocation Rule form

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
[oltcommercial@legalmail.it](mailto:oltcommercial@legalmail.it)  
[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
Fax: 0039 0586210922

*Sent by certified email or fax*

### Re: Notice of rule for allocating regasified quantities

This form for giving notice of the rule for allocating regasified quantities is executed [•] by and between [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("**regasification User**") and [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•] ("**transportation User**").

### Whereas

- a) The regasification User is not a transportation user (as defined in the Regasification Code) since it does not have an existing transportation agreement with Snam Rete Gas S.p.A. on the execution date of this form.
- b) By signing this form, the regasification User agrees to comply with the obligations envisaged by Clause 3.4.1.8, and to hold the Operating Company harmless pursuant to the provisions of Clause 2.1.1 of the Regasification Code;
- c) The transport User intends to receive the quantities of Gas that will be redelivered as a result of the Regasification Service envisaged by the agreement between the regasification User and the Operating Company.

Now, therefore, the regasification User and the transportation User hereby give notice that the quantities of gas that will be regasified in relation to the regasification capacity which has been awarded to the User will be redelivered at the Redelivery Point or at the Virtual Exchange Point to the transportation service User.

The transportation User accepts that the quantities redelivered on a daily basis are those communicated by the regasification User according to the procedures envisaged by the Regasification Code and authorises the Operating Company to perform transactions at the Virtual Exchange Point on its behalf pursuant to Clause 3.1.7 of the Regasification Code. The regasification User and the transportation User

hereby accept that the regasified quantities will be used by the Operating Company to fulfil all its envisaged obligations in respect of Snam Rete Gas S.p.A.

In fulfilment of the obligation of the regasification User under Clause 3.1.7 of the Regasification Code, the transportation User which signed this communication may register on behalf of the regasification User a sale transaction at the Virtual Exchange Point, without prejudice to the liability of the regasification User also for the case of transportation User's default.

The transportation User accepts the Regasification Code, the relevant parts of which will apply to it, and hereby authorizes the Operating Company to include the relevant sales transactions in the Virtual Exchange Point on behalf of the transportation User in the event the regasification User would inform the Operating Company pursuant to Clause 3.1.7d) of the Regasification Code that the relevant guarantee under art. 3.1.7 will be released by the latter in substitution for the regasification User.

[Place], [DD/MM/YYYY]

**[regasification User]**

**[transportation User]**

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The regasification User and the transportation User declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the regasification User and the transportation User declare that they have examined the above terms and conditions and that they are aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2b) (*"Interruption of Redelivery Service"*), 1.4.1.6 (*"Waiver of Regasification Service or Small Scale Service"*), 1.4.3 (*"Assignment to Terminal Lenders"*), 2.1.3 (*"Consequences of failure to meet the Service Conditions"*), 3.1.1 (*"Credit Requirements for the Continuous Regasification Service"*), 3.1.3 (*"Variation of the Credit Requirements"*), 3.1.5 (*"Replacement and enforcement of the financial guarantees"*), 3.1.8 (*"Insurance Requirements"*), 3.2.1 (*"No assignment"*), 3.2.3 (*"Release of regasification capacity"*), 3.3.3 (*"User's Changes to Ninety Day Unloading and Loading Schedule"*), 3.3.4 (*"Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading Schedule"*), 3.3.5 and 3.3.6 (*"Charge*

*variance*”), Chapter 3.8 (“*Variations of the Regasification Service*”), 5.2.2.6 (“*Invoicing disputes*”), 5.2.2.7 (“*Late payment*”), 5.3.1.1 (“*The User’s and Small Scale User’s liability in respect of the Operating Company*”), 5.3.1.2 (“*Liability for loss of revenue*”), 5.3.1.3 (“*The Operating Company’s liability in respect of the User and the Small Case User*”), 5.3.1.4 (“*Liability to third party owners of LNG*”), 5.3.1.6 (“*Limitations of Liability*”), 5.3.3.1 (“*Withdrawal by User*”), 5.3.3.3 (“*Waiver of Italian Civil Code rights*”), 5.3.4.4 (“*User’s and Small Scale User’s rights and obligations*”), 5.4.2.8 (“*Time limits*”).

[Place], [DD/MM/YYYY]

**[regasification User]**

**[transportation User]**

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## Annex 6: Transfer of LNG between Users form

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
oltcommercial@legalmail.it  
[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
Fax: 0039 0586210922

*Sent by certified email or fax*

### Re: Transfer of LNG between Users

This form for the transfer of LNG between Terminal Users (“**Transfer**”) is executed on [•] by and between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferring User**”), [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferee User**”) and **OLT Offshore LNG Toscana S.p.A.**, a company incorporated under Italian law, tax registration no. and VAT no. 07197231009, registered in the companies’ register of Milan and having registered office in via Passione 8, 20122 Milan (“**Operating Company**”).

### Whereas

- a) The Transferring User and the Transferee User are Users of the Terminal having entered into a Capacity Agreement with the Operating Company and having been awarded regasification capacity following one of the relevant allocation processes.
- b) This Transfer does not exempt the Transferring User and the Transferee User from any obligations or liability arising in the context of their respective Capacity Agreements prior to the execution of this transfer form. In particular, the Transfer does not modify the obligations and the liability of the Transferring User and the Transferee User envisaged by Clause 3.4.1.4 of the Regasification Code (where applicable).
- c) This Transfer does not assign third-party rights in relation to the Transfer itself.
- d) The Transfer will be valid if sent to the Operating Company by the deadline envisaged by Clause 3.5.2c) of the Regasification Code unless otherwise notified by the Operating Company itself.

**Now, therefore**, the Transferring User and the Transferee User agree as follows:

#### 1. Subject matter and effectiveness of the Transfer

- 1.1. This transfer form regards the transfer by the Transferring User to the Transferee User of a quantity of LNG pursuant to Clause 3.5.2c) of the Regasification Code and, as a result, the Operating Company’s making available and the Transferee User’s acquisition of such quantity of LNG.

- 1.2. The quantity of LNG referred to in this Transfer will be expressed in MWh rounded off to three decimal places.
- 1.3. The Transfer will take effect as of 06:00 hours on the Gas Day indicated in the table contained in the subsequent article 2.1 and will modify the Inventory of the interested Users.

## 2. LNG Transfer Request

- 2.1. The Transferring User and the Transferee User request permission to transfer a quantity of LNG as stated below:

<b>Gas Day on which Transfer takes effect [DD/MM/YYYY]</b>	<b>Quantity to be Transferred [MWh]</b>	<b>Transferring User</b>	<b>Transferee User</b>

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee User]**

\_\_\_\_\_

\_\_\_\_\_

The regasification User and the transportation User declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the regasification User and the transportation User declare that they have examined the above terms and conditions and that they are aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2b) (*“Interruption Redelivery Service”*), 1.4.1.6 (*“Waiver of Regasification Service or Small Scale Service”*), 1.4.3 (*“Assignment to Terminal Lenders”*), 2.1.3 (*“Consequences of failure to meet the Service Conditions”*), 3.1.1 (*“Credit Requirements for the Continuous Regasification Service”*), 3.1.3 (*“Variation of the Credit Requirements”*), 3.1.5 (*“Replacement and enforcement of the financial guarantees”*), 3.1.8 (*“Insurance requirements”*), 3.2.1 (*“No assignment”*), 3.2.3 (*“Release of regasification capacity”*), 3.3.3 (*“User’s Changes to Ninety Day Unloading and Loading Schedule”*), 3.3.4 (*“Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading Schedule”*), 3.3.5 and 3.3.6 (*“Charge variance”*), Chapter 3.8 (*“Variations of the Regasification Service”*), 5.2.2.6 (*“Invoicing disputes”*), 5.2.2.7 (*“Late payment”*), 5.3.1.1 (*“The User’s and Small Scale User’s liability in respect of the Operating Company”*), 5.3.1.2 (*“Liability for loss of revenue”*), 5.3.1.3 (*“The Operating Company’s liability in respect of the User and Small Scale User”*), 5.3.1.4 (*“Liability to third party owners of LNG”*), 5.3.1.6 (*“Limitations*

Courtesy English Translation (not binding – only the Italian version is binding)

Annex 6: Transfer of LNG between Users form

*of Liability*”), 5.3.3.1 (*“Withdrawal by User”*), 5.3.3.3 (*“Waiver of Italian Civil Code rights”*), 5.3.4.4 (*“User’s and Small Scale User’s rights and obligations”*), 5.4.2.8 (*“Time limits”*).

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee User]**

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**Annex 6AS: Form for the transfer of LNG to Small Scale Users in storage**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
[oltcommercial@legalmail.it](mailto:oltcommercial@legalmail.it)  
[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
t  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Transfer of LNG to Small Scale Users in storage**

This form for the transfer of LNG to Small Scale Users (“**Transfer**”) is executed on [•] by and between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferring User**”), [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferee User**”) and **OLT Offshore LNG Toscana S.p.A.**, a company incorporated under Italian law, tax registration no. and VAT no. 07197231009, registered in the companies’ register of Milan and having registered office in via Passione 8, 20122 Milan (“**Operating Company**”).

**Whereas**

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

- d) This Transfer does not assign right to third-parties in relation to the Transfer itself.

**Now, therefore,** the Transferring User and the Transferee User agree as follows:

## **1. Subject matter and effectiveness of the Transfer**

- 1.1. This transfer form regards the Transfer by the Transferring User to the Transferee User of a quantity of LNG pursuant to Clause 3.6.6.1 of the Regasification Code and, as a result, the Operating Company's making available and the Transferee User's acquisition of such quantity of LNG so that the latter may be used by the Transferee User for the Small Scale Service.
- 1.2. The quantity of LNG referred to in this Transfer will be expressed in liquid m<sup>3</sup>. The Transferring User acknowledges and accepts that, once the LNG referred to in this transfer has been delivered to the Transferee User, the Operating Company will deduct from the Transferring User's quantities of LNG the corresponding quantity of LNG expressed in MWh as stated in the loading report available after the delivery of LNG to the Transferee User. The Transferring User and the Transferee User declare that they are aware, and, as a result, will hold the Operating Company harmless, that the quantity of LNG intended for loading will be withdrawn by the Operating Company from the quantities present in the tanks of the Terminal at the time of loading and that, therefore, the quality of the LNG involved in the Small Scale Service may be different from the LNG that is actually Unloaded.
- 1.3. As a result of the notification of this transfer form to the Operating Company and provided that it is duly completed, signed and notified to the Operating Company in accordance with Clause 3.6.6.1, the Transferee User will be deemed by the Operating Company to be the owner of the quantity of transferred LNG indicated below to all intents and purposes starting from the date on which this form is sent to the Operating Company.
- 1.4. In the event that the notification of this transfer form to the Operating Company cannot produce effects due to the breach of the deadline for notification envisaged by the Regasification Code, because it is incomplete, because it is incorrect or for any other reason, the Operating Company will be entitled to consider it automatically ineffective and as if it had never been notified, subject only to the Operating Company's obligation to promptly inform the Transferring User and the Transferee User.
- 1.5. In any case, the effectiveness of this transfer, and the Operating Company's associated obligation to load the relevant quantities of LNG on to the Small Scale Carrier, are subject to the Transferring User effectively having GNL at its disposal at the time when the Transferee User loads the LNG in the context of the Small Scale Service.

## **2. LNG Transfer Request**

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

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

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

3.1. The Transferee User acknowledges that it is required to load the LNG referred to in this transfer in accordance with the timing and procedures envisaged by the Regasification Code and the Small Scale Agreement. In the event that the Transferee User fails to load the LNG referred to in this transfer in the context of the Small Scale Service and, as a result, the Operating Company is required to regasify the relevant quantity of LNG in accordance with the provisions of the Regasification Code, the Operating Company may to such end use the transport capacity booked on the National Transmission System on behalf of the Transferee User.

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

*[Place], [DD/MM/YYYY]*

**[Transferring User]**

**[Transferee User]**

\_\_\_\_\_  
\_\_\_\_\_

The regasification User and the transportation User declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the regasification User and the transportation User declare that they have examined the above terms and conditions and that they are aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2.b (*“Interruptible Redelivery Service”*), 1.4.1.6 (*“Waiver of Regasification Service or Small Scale Service”*), 1.4.3 (*“Assignment to Terminal Lenders”*), 2.1.3 (*“Consequences of failure to meet the Service Conditions”*), 3.1.1 (*“Credit Requirements for the Continuous Regasification Service”*), 3.1.3 (*“Variation of the Credit Requirements”*), 3.1.5 (*“Replacement and enforcement of the financial guarantees”*), 3.1.8 (*“Insurance requirements”*), 3.2.1 (*“No assignment”*), 3.2.3 (*“Release of regasification capacity”*), 3.3.3 (*“User’s Changes to Ninety Day Unloading and Loading Schedule”*), 3.3.4 (*“Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading Schedule”*), 3.3.5 and 3.3.6 (*“Charge variance”*), Chapter 3.8 (*“Variations of the Regasification Service”*), 5.2.2.6 (*“Invoicing disputes”*), 5.2.2.7 (*“Late payment”*), 5.3.1.1 (*“The User’s and Small Scale User’s liability in respect of the Operating Company”*), 5.3.1.2 (*“Liability for loss of revenue”*), 5.3.1.3 (*“The Operating Company’s liability in respect of the User and Small Scale User”*), 5.3.1.4 (*“Liability to third party owners of LNG”*), 5.3.1.6 (*“Limitations of Liability”*), 5.3.3.1 (*“Withdrawal by User”*), 5.3.3.3 (*“Waiver of Italian Civil Code rights”*), 5.3.4.4 (*“User’s and Small Scale User’s rights and obligations”*), 5.4.2.8 (*“Time limits”*).

[Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee User]**

\_\_\_\_\_

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

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi

[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
t  
Fax: 0039 0586210922

*Sent by certified email or fax*

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

This form for the transfer of LNG to Small Scale Users (“**Transfer**”) is executed on [•] by and between [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferring User**”), [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•] (“**Transferee User**”) and **OLT Offshore LNG Toscana S.p.A.**, a company incorporated under Italian law, tax registration no. and VAT no. 07197231009, registered in the companies’ register of Milan and having registered office in via Passione 8, 20122 Milan (“**Operating Company**”).

**Whereas**

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

d) This Transfer does not assign rights to third parties in relation to the Transfer itself.

**Now, therefore,** the Transferring User and the Transferee User agree as follows:

## **1. Subject matter and effectiveness of the Transfer**

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

## **2. LNG Transfer Request**

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

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

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

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

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

*[Place], [DD/MM/YYYY]*

**[Transferring User]**

**[Transferee User]**

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The regasification User and the transportation User declare that they consent to and have read and accepted all the applicable provisions of the Regasification Code and, in particular, pursuant to articles 1341 and 1342 Italian Civil Code, the regasification User and the transportation User declare that they have examined the above terms and conditions and that they are aware of and specifically approve the

following Clauses of the Regasification Code: 1.4.1.2.b (*“Interruptible Redelivery Service”*), 1.4.1.6 (*“Waiver of Regasification Service or Small Scale Service”*), 1.4.3 (*“Assignment to Terminal Lenders”*), 2.1.3 (*“Consequences of failure to meet the Service Conditions”*), 3.1.1 (*“Credit Requirements for the Continuous Regasification Service”*), 3.1.3 (*“Variation of the Credit Requirements”*), 3.1.5 (*“Replacement and enforcement of the financial guarantees”*), 3.1.8 (*“Insurance requirements”*), 3.2.1 (*“No assignment”*), 3.2.3 (*“Release of regasification capacity”*), 3.3.3 (*“User’s Changes to Ninety Day Unloading and Loading Schedule”*), 3.3.4 (*“Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading Schedule”*), 3.3.5 and 3.3.6 (*“Charge variance”*), Chapter 3.8 (*“Variations of the Regasification Service”*), 5.2.2.6 (*“Invoicing disputes”*), 5.2.2.7 (*“Late payment”*), 5.3.1.1 (*“The User’s and Small Scale User’s liability in respect of the Operating Company”*), 5.3.1.2 (*“Liability for loss of revenue”*), 5.3.1.3 (*“The Operating Company’s liability in respect of the User and Small Scale User”*), 5.3.1.4 (*“Liability to third party owners of LNG”*), 5.3.1.6 (*“Limitations of Liability”*), 5.3.3.1 (*“Withdrawal by User”*), 5.3.3.3 (*“Waiver of Italian Civil Code rights”*), 5.3.4.4 (*“User’s and Small Scale Users’s rights and obligations”*), 5.4.2.8 (*“Time limits”*).

Place], [DD/MM/YYYY]

**[Transferring User]**

**[Transferee User]**

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**Annex 6CS: Form for the application to access the Virtual Liquefaction Service for Small Scale Users**

OLT Offshore LNG Toscana  
Via Gaetano D’Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
[oltcommercial@legalmail.it](mailto:oltcommercial@legalmail.it)  
[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
t  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Application to access the Virtual Liquefaction Service for Small Scale Users**

This form for the request to access the Virtual Liquefaction Service is submitted by [•], tax registration no. [•], VAT no. [•], registered in the companies’ register of [•] and having registered office in [•], in the person of its legal representative(s) [•] (“**Applicant**”), to **OLT Offshore LNG Toscana S.p.A.**, a company incorporated under Italian law, tax registration no. and VAT no. 07197231009, registered in the companies’ register of Milan and having registered office in via Passione 8, 20122 Milan (“**Operating Company**”).

**Whereas**

- a) The Applicant is a Small Scale User and a Transportation User who, specifically, executed a Small Scale Agreement with the Operating Company in accordance with the Regasification Code for the Terminal, and was awarded at least one Small Scale Slot.
- b) The Applicant intends to access the Virtual Liquefaction Service referred to in Clause 3.5.4 of the Regasification Code in respect of the Small Scale Slots awarded and indicated below and, to that end, it intends to submit this application to the Operating Company for acceptance.
- c) The Regasification Code definitions also apply to this application for access to the Virtual Liquefaction Service.

**Now, therefore,** the Applicant represents and undertakes as follows:

**1. Application for access to the Virtual Liquefaction Service**

- 1.1. The Applicant requests the Operating Company for access to the Virtual Liquefaction Service for the following Small Scale Slots awarded:

Gas Year [yyyy/yyyy]	Relevant Month and Year [mm/yyyy]	Date scheduled for the Small	Quantities [mcliq]
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		Scale Slot [dd/mm/yyyy]	

## 2. Transactions at the Virtual Exchange Point

2.1. The Applicant undertakes to maintain the necessary capacity of its financial guarantees to cover the system provided for in Chapter 5 of the Network Code and to promptly replenish them where they are insufficient to carry out the sales transactions at the Virtual Exchange Point for the corresponding volume of LNG specified to the loading Operating Company under Clause 3.5.4 within the scope of the Small Scale Slots specified above; to this end, the Applicant expressly grants the Operating Company the power to issue in its name and/or on its behalf such transactions at the Virtual Exchange Point for the corresponding volumes of LNG intended for loading, or actually loaded, within the scope of the Small Scale Slots specified above.

## 3. Obligations associated with the transfer of LNG

3.1. The Applicant shall acquire ownership of the LNG intended for loading on the Small Scale Slot(s) for which transactions have been issued in accordance with Clause 3.5.4(vi), resulting from and upon loading on the Small Scale Carrier.

[Place], [DD/MM/YYYY]

**Applicant**

---

For Acceptance  
Livorno, [•]

**OLT Offshore LNG Toscana S.p.A.**

The legal representative(s)

*Attachment: photocopy of the signatory' identity document*

**Annex 6DS: Form for the application to access the Virtual Liquefaction Service for Users and Transportation Service Users**

OLT Offshore LNG Toscana  
Via Gaetano D'Alesio 2  
57126 Livorno – Italy  
attn. Commercial Manager  
Marika Venturi  
[oltcommercial@legalmail.it](mailto:oltcommercial@legalmail.it)  
[commercial.operations@oltoffshore.it](mailto:commercial.operations@oltoffshore.it)  
t  
Fax: 0039 0586210922

*Sent by certified email or fax*

**Re: Application to access the Virtual Liquefaction Service for Users and Transportation Service Users**

This form for the request to access the Virtual Liquefaction Service is submitted by [•], tax registration no. [•], VAT no. [•], registered in the companies' register of [•] and having registered office in [•], in the person of its legal representative(s) [•] ("**Applicant**"), to **OLT Offshore LNG Toscana S.p.A.**, a company incorporated under Italian law, tax registration no. and VAT no. 07197231009, registered in the companies' register of Milan and having registered office in via Passione 8, 20122 Milan ("**Operating Company**").

**Whereas**

- a) The Applicant is
  - i a User who, specifically, executed a Small Scale Agreement with the Operating Company, and was awarded at least one Delivery Slot; or
  - ii a Transportation Service User who executed the Network Code and, although not a User, by signing this form for the application to access the Virtual Liquefaction Service, accepted the Operating Company Regasification Code, and who submitted a guarantee for EUR [•], establishing a non-interest-bearing deposit to the Operating Company's benefit as a condition to access the Virtual Liquefaction Service.
- b) The Applicant intends to access the Virtual Liquefaction Service referred to in Clause 3.5.5 of the Regasification Code.
- c) The Regasification Code definitions also apply to this application for access to the Virtual Liquefaction Service.

**Now, therefore**, the Applicant represents and undertakes as follows:

**1. Application for access to the Virtual Liquefaction Service**



- 1.1. The Applicant requests the Operating Company for access to the Virtual Liquefaction Service under the Regasification Code.
- 1.2. The Applicant establishing a non-interest-bearing deposit as guarantee, referred to in point a)ii) of the recitals, authorises the Operating Company to fulfil any claim it considers having against the Applicant hereunder.

## **2. Transactions at the Virtual Exchange Point**

- 2.1. The Applicant undertakes to maintain the necessary capacity of its financial guarantees to cover the system provided for in Chapter 5 of the Network Code and to promptly replenish them where they are insufficient to carry out the sales transactions at the Virtual Exchange Point for the corresponding volume of LNG specified to the Operating Company under Clause 3.5.5iii); to this end, the Applicant expressly grants the Operating Company the power to issue in its name and/or on its behalf such transactions at the Virtual Exchange Point for the corresponding volumes of LNG intended for loading, or actually loaded, within the scope of the Small Scale Slots specified above.

## **3. Transfer of LNG ownership**

- 3.1. The Applicant shall acquire ownership of the LNG intended for regasification under Clause 3.5.5(v), resulting from and upon issuance of the relevant transactions at the Virtual Exchange Point.

## **4. Application of the Regasification Code**

- 4.1. The Applicant who is a Transportation Service User in accordance with point a)ii) of the recitals hereby represents that it has read and accepted all the applicable provisions set out in the Regasification Code, which shall also apply to it in light of their meaning and context and, more specifically, with regard to Clauses 1, 3, 5 and 6 of the Regasification Code and Clauses 5, 6, 7 and 8 of the Capacity Agreement, Annex 4 to the Regasification Code.
- 4.2. The post and email addresses of the Parties are (unless otherwise notified):

For the Operating Company	OLT Offshore LNG Toscana S.p.A. Via Gaetano D'Alesio, 2 57126 Livorno Fax +39 0586 210922 Email address commercial.operations@oltoffshore.it Certified email address oltcommercial@legalmail.it Attn.of the Commercial Manager Marika Venturi
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For the Applicant who is a User the same address specified in the Capacity Agreement shall be used, whereas, for notices to the User who is a Transportation Service User under point a)ii) of the recitals, notices shall be sent and received at the following addresses:

For the Applicant	[Applicant] [Address] [Post Code] [City] Fax [Fax] Email address [Email address]
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Certified email address [Certified email address]

Attn. of [Attn. of]

Livorno, [•]

[Applicant]

---

The Applicant who is a Transportation Service User under point a)ii) of the recitals, pursuant to articles 1341 and 1342 Italian Civil Code, declares that it has examined the above terms and conditions and that it is aware of and specifically approve the following Clauses of the Regasification Code: 1.4.1.2.b (*“Interruptible Redelivery Service”*), 1.4.1.6 (*“Waiver of Regasification Service or Small Scale Service”*), 1.4.3 (*“Assignment to Terminal Lenders”*), 2.1.3 (*“Consequences of failure to meet the Service Conditions”*), 3.1.1 (*“Credit Requirements for the Continuous Regasification Service”*), 3.1.3 (*“Variation of the Credit Requirements”*), 3.1.5 (*“Replacement and enforcement of the financial guarantees”*), 3.1.8 (*“Insurance requirements”*), 3.2.1 (*“No assignment”*), 3.2.3 (*“Release of regasification capacity”*), 3.3.3 (*“User’s Changes to Ninety Day Unloading and Loading Schedule”*), 3.3.4 (*“Operating Company Changes to Annual Unloading and Loading Schedule and to Ninety Day Unloading and Loading Schedule”*), 3.3.5 and 3.3.6 (*“Charge variance”*), Chapter 3.8 (*“Variations of the Regasification Service”*), 5.2.2.6 (*“Invoicing disputes”*), 5.2.2.7 (*“Late payment”*), 5.3.1.1 (*“The User’s and Small Scale User’s liability in respect of the Operating Company”*), 5.3.1.2 (*“Liability for loss of revenue”*), 5.3.1.3 (*“The Operating Company’s liability in respect of the User and Small Scale User”*), 5.3.1.4 (*“Liability to third party owners of LNG”*), 5.3.1.6 (*“Limitations of Liability”*), 5.3.3.1 (*“Withdrawal by User”*), 5.3.3.3 (*“Waiver of Italian Civil Code rights”*), 5.3.4.4 (*“User’s and Small Scale Users’s rights and obligations”*), 5.4.2.8 (*“Time limits”*).

Livorno, [•]

For Acceptance

[Applicant who is a Transportation Service User under point a)ii) of the recitals]

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For Acceptance

Livorno, [•]

**OLT Offshore LNG Toscana S.p.A.**

The legal representative(s)

*Attachment: photocopy of the signatories’ identity documents*

Courtesy English Translation (not binding – only the Italian version is binding)  
Annex 6DS: form for the application to access the Virtual Liquefaction Service for Users and Transportation Service Users

*[Guarantor's headed notepaper]*

## **Annex 7A1: Bank Guarantee form**

### **Whereas:**

- a) the Company .....(APPLICANT)..... with registered office in ..... Tax reg. no. .... VAT no. .... on ..... is interested in taking part in the liquefied natural gas regasification capacity allocation processes at the “FSRU Toscana” regasification terminal or the liquefied natural gas loading service provided by the “FSRU Toscana” regasification terminal by executing the relevant regasification capacity agreement(s) or the relevant loading service agreement(s) with the Company OLT Offshore LNG Toscana S.p.A., having registered office in Milan, via Passione 8, VAT no. 07197231009 (**OLT**), and accepting the terms envisaged by the Regasification Code of the Terminal itself;
- b) in order to be able to participate in the allocation processes for regasification capacity or the loading service , the Company .....(APPLICANT)..... is required to provide a guarantee to secure the commitments that will be made by the Company .....(APPLICANT)..... in the event that, following the allocation process for regasification capacity or the loading service, it is awarded regasification capacity thereby becoming a User of the “FSRU Toscana” Terminal or it is awarded the right to use the loading service thereby becoming a Small Scale User of the “FSRU Toscana” regasification terminal;

### **Now, therefore,**

- 1) .....(BANK)..... with head office in ..... and with address for service for the purposes of this document in ....., irrevocably agrees to pay OLT within seven (7) business days, on written demand and without any requirement of proof or justification, setting aside any exceptions, and without any requirement of prior notice, formal notice, warning or request to the Company ..... (APPLICANT)....., any such sums as OLT may request for the reason indicated above up to the amount of Euro ..... (Euro...../.....).
- 2) The guarantee may also be enforced several times, until the maximum amount envisaged by the previous point has been exhausted.
- 3) .....(BANK)..... declares that it has an unsecured long-term debt rating equal to or higher than at least one of the following ratings indicated by the following credit rating agencies: (a) BBB- if indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor Service Inc.; or (c) BBB if indicated by Fitch Ratings Ltd.
- 4) (BANK)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.

*[Guarantor's headed notepaper]*

5) This guarantee secures the fulfilment of all the obligations to which the Company ..... (APPLICANT)..... will be subject under the regasification capacity agreement(s) and the loading service agreement(s) entered into with OLT and under the Regasification Code (and as a result of the allocation of regasification capacity or loading services), both in terms of charges and in terms of compensation or indemnification.

6) The effectiveness of this guarantee is subject to the allocation of regasification capacity or the loading services at the "FSRU Toscana" regasification Terminal according to the provisions of the Regasification Code, or to the completion of the transfer of regasification capacity pursuant to Clause 3.2.2. of the Regasification Code or to the completion of the transfer of small scale slots pursuant to Clause 3.2.5.

7) This guarantee will remain in force until it is withdrawn by .....(BANK).... which shall give OLT written notice thereof (by registered mail with proof of receipt or certified email) at least one hundred twenty (120) days before the date on which this guarantee will cease to have effect, subject to the fact that if a withdrawal notice indicates a period of less than one hundred twenty (120) days, the validity of the withdrawal shall be deemed, in any case and automatically, to be extended until the one hundred twentieth (120<sup>th</sup>) day subsequent to the date on which OLT received the withdrawal notice.

8) Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 4) waiver of right to enforce the provisions of articles. 1955 and 1957 Italian Civil Code, 6) effectiveness of the guarantee, 7) validity of the guarantee, 8) Jurisdiction.

Date and place

STAMP AND SIGNATURE

*[Guarantor's headed notepaper]*

**Annex 7A1P: Bank Guarantee form – Multiannual allocations option**

**Whereas:**

- a) the Company .....(APPLICANT)..... with registered office in ..... Tax reg. no. .... VAT no. .... on ..... is interested in taking part in the liquefied natural gas regasification capacity allocation processes at the “FSRU Toscana” regasification terminal or the liquefied natural gas loading service provided by the “FSRU Toscana” regasification Terminal by executing the relevant regasification capacity agreement(s) or the relevant loading service agreement(s) with the Company OLT Offshore LNG Toscana S.p.A., having registered office in Milan, via Passione 8, VAT no. 07197231009 (**OLT**), and accepting the terms envisaged by the Regasification Code of the Terminal itself;
- b) in order to be able to participate in the allocation processes for regasification capacity or the loading service, the Company .....(APPLICANT)..... is required to provide a guarantee to secure the commitments that will be made by the Company .....(APPLICANT)..... in the event that, following the allocation process for regasification capacity or the loading service, it is awarded regasification capacity thereby becoming a User of the “FSRU Toscana” Terminal or it is awarded the right to use the loading service thereby becoming a Small Scale User of the “FSRU Toscana” regasification terminal;

**Now, therefore,**

- 1) .....(BANK)..... with head office in ..... and with address for service for the purposes of this document in ....., irrevocably agrees to pay OLT within seven (7) business days, on written demand and without any requirement of proof or justification, setting aside any exceptions, and without any requirement of prior notice, formal notice, warning or request to the Company ..... (APPLICANT)....., any such sums as OLT may request for the reason indicated above up to the amount of Euro ..... (Euro...../.....).
- 2) The guarantee may also be enforced several times, until the maximum amount envisaged by the previous point has been exhausted.
- 3) .....(BANK)..... declares that it has an unsecured long-term debt rating equal to or higher than at least one of the following ratings indicated by the following credit rating agencies: (a)

*[Guarantor's headed notepaper]*

BBB- if indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor Service Inc.; or (c) BBB if indicated by Fitch Ratings Ltd.

4) (BANK)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.

5) This guarantee secures the fulfilment of all the obligations to which the Company ..... (APPLICANT)..... will be subject under the regasification capacity agreement(s) and the loading service agreement(s) entered into with OLT and under the Regasification Code (and as a result of the allocation of regasification capacity or loading services), both in terms of charges and in terms of compensation or indemnification.

6) The effectiveness of this guarantee is subject to the allocation of regasification capacity or loading services at the "FSRU Toscana" regasification Terminal according to the provisions of the Regasification Code, or to the completion of the transfer of regasification capacity pursuant to Clause 3.2.2 of the Regasification Code or to the completion of the transfer of small scale slots pursuant to Clause 3.2.5.

7) In relation to the obligations to which ..... (APPLICANT)..... is subject following the allocation of regasification capacity or loading services for periods in excess of one Gas Year, this guarantee will remain in force until 31 January [•], or the 31 January subsequent to the last Gas Year for which ..... (APPLICANT)..... is awarded regasification capacity or loading services.

This guarantee will be automatically renewed from year to year resulting in the corresponding postponement of the expiry date to 31 January, subject to the right of cancellation of .....(BANK)..... to be notified in writing (by registered mail with proof of receipt or certified email) to OLT at least one hundred and twenty (120) days before the end of the Gas Year to which this guarantee refers, or of each subsequent Gas year for which the guarantee has been renewed. In the case of cancellation, this guarantee may be enforced – pursuant to the Regasification Code - if ..... (APPLICANT)..... fails to replace it with a new guarantee within the time limits established by the Regasification Code.

8) Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 4) waiver of right to enforce the provisions



*[Guarantor's headed notepaper]*

of articles. 1955 and 1957 Italian Civil Code, 6) effectiveness of the guarantee, 7) validity of the guarantee, 8) Jurisdiction.

Date and place

STAMP AND SIGNATURE

*[Applicant's Affiliate's headed notepaper]*

## **Annex 7A2: Applicant's Affiliate Guarantee form**

### **Whereas**

- a) the Company .....(GUARANTOR)..... with registered office in.....  
Tax reg. no. .... VAT No. .... is an Affiliate, as defined in  
the Regasification Code, of the Company .....(APPLICANT)... with registered office in  
..... Tax reg. no..... VAT no.....;
- b) the Company .....(APPLICANT)..... is interested in taking part in the liquified natural gas  
regasification capacity allocation processes at the "FSRU Toscana" regasification terminal or the  
liquefied natural gas loading service provided by the "FSRU Toscana" regasification terminal by  
executing the relevant regasification capacity agreement(s) or the relevant loading service  
agreement(s) with the Company OLT Offshore LNG Toscana S.p.A., having registered office in  
Milan, via Passione 8, VAT no. 07197231009 (**OLT**), and accepting the terms envisaged by the  
Regasification Code of the Terminal itself;
- c) in order to be able to participate in the allocation processes for regasification capacity or the loading  
service, the Company .....(APPLICANT)..... is required to provide a guarantee to  
secure the commitments that will be made by the Company .....(APPLICANT)..... in the  
event that, following the allocation process for regasification capacity or the loading service, it is  
awarded regasification capacity thereby becoming a User of the "FSRU Toscana" terminal or it is  
awarded the right to use the loading service thereby becoming a Small Scale User of the "FSRU  
Toscana" regasification terminal;

### **Now, therefore,**

- 1. ....(GUARANTOR)..... with head office in ..... and with address for service  
for the purposes of this document in ....., irrevocably agrees to pay OLT within seven (7)  
business days, on written demand and without any requirement of proof or justification, setting  
aside any exceptions, and without any requirement of prior notice, formal notice, warning or request  
to the Company ..... (APPLICANT)....., any such sums as OLT may request for the reason  
indicated above up to the amount of Euro ..... (Euro...../.....).
- 2. The guarantee may also be enforced several times, until the maximum amount envisaged by the  
previous point has been exhausted.
- 3. ....(GUARANTOR)..... declares that it has an unsecured long-term debt rating equal to or  
higher than at least one of the following ratings indicated by the following credit rating agencies: (a)  
BBB- if indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor  
Service Inc.; or (c) BBB if indicated by Fitch Ratings Ltd and it agrees to immediately report if such  
rating falls below such levels.
- 4. ....(GUARANTOR)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil  
Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.

*[Applicant's Affiliate's headed notepaper]*

5. This guarantee secures the fulfilment of all the obligations to which the Company ..... (USER)..... will be subject under the regasification capacity agreement(s) and the loading service agreement(s) entered into with OLT and under the Regasification Code (and as a result of the allocation of regasification capacity or loading services), both in terms of charges and in terms of compensation or indemnification.
6. The effectiveness of this guarantee is subject to the allocation of regasification capacity or loading services at the "FSRU Toscana" regasification terminal according to the provisions of the Regasification Code, or to the completion of the transfer of regasification capacity pursuant to Clause 3.2.2. of the Regasification Code or to the completion of the transfer of small scale slots pursuant to Clause 3.2.5.
7. This guarantee will remain in force until it is withdrawn by .....(GUARANTOR).... which shall give OLT written notice thereof (by registered mail with proof of receipt or certified email) at least one hundred twenty (120) days before the date on which this guarantee will cease to have effect, subject to the fact that if a withdrawal notice indicates a period of less than one hundred twenty (120) days, the effectiveness of the withdrawal shall be deemed, in any case and automatically, to be extended until the one hundred twentieth (120<sup>th</sup>) day subsequent to the date on which OLT received the withdrawal notice.
8. Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 3) waiver of right to enforce the provisions of articles. 1955 and 1957 Italian Civil Code, 4) validity of the guarantee, 5) Jurisdiction.

Date and place

STAMP AND SIGNATURE

**Annex 7A2P: Applicant's Affiliate Guarantee form – Multiannual allocations option**

**Whereas:**

- a) the Company .....(GUARANTOR)..... with registered office in.....  
Tax reg. no. .... VAT No. .... is an Affiliate, as defined in  
the Regasification Code, of the Company .....(APPLICANT)... with registered office in  
..... Tax reg. no..... VAT no.....;
- b) the Company .....(APPLICANT)..... is interested in taking part in the liquified natural gas  
regasification capacity allocation processes at the "FSRU Toscana" regasification terminal or the  
liquefied natural gas loading service provided by the "FSRU Toscana" regasification terminal by  
executing the relevant regasification capacity agreement(s) or the relevant loading service  
agreement(s) with the Company OLT Offshore LNG Toscana S.p.A., having registered office in  
Milan, via Passione 8, VAT no. 07197231009 (**OLT**), and accepting the terms envisaged by the  
Regasification Code of the Terminal itself;
- c) in order to be able to participate in the allocation processes for regasification capacity or the loading  
service, the Company .....(APPLICANT)..... is required to provide a guarantee to secure  
the commitments that will be made by the Company .....(APPLICANT)..... in the event  
that, following the allocation process for regasification capacity or the loading service, it is awarded  
regasification capacity thereby becoming a User of the "FSRU Toscana" terminal or it is awarded  
the right to use the loading service thereby becoming a Small Scale User of the "FSRU Toscana"  
regasification terminal;

**Now, therefore,**

1. ....(GUARANTOR)..... with head office in ..... and with address for  
service for the purposes of this document in ....., irrevocably agrees to pay OLT within  
seven (7) business days, on written demand and without any requirement of proof or  
justification, setting aside any exceptions, and without any requirement of prior notice, formal  
notice, warning or request to the Company ..... (APPLICANT)....., any such sums as OLT  
may request for the reason indicated above up to the amount of Euro ..... (Euro...../.....).
2. The guarantee may also be enforced several times, until the maximum amount envisaged by the  
previous point has been exhausted.
3. ....(GUARANTOR)..... declares that it has an unsecured long-term debt rating equal to or higher  
than at least one of the following ratings indicated by the following credit rating agencies: (a) BBB-  
if indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor Service  
Inc.; or (c) BBB if indicated by Fitch Ratings Ltd and it agrees to immediately report if such rating  
falls below such levels.
4. ....(GUARANTOR)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil  
Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.

Courtesy English Translation (not binding – only the Italian version is binding)

Annex 7A2P: Applicant's Affiliate Guarantee form – Multiannual allocations option  
[User's Group Company headed notepaper]

5. This guarantee secures the fulfilment of all the obligations to which the Company ..... (USER)..... will be subject under the regasification capacity agreement(s) and the loading service agreement(s) entered into with OLT and under the Regasification Code (and as a result of the allocation of regasification capacity or loading services), both in terms of charges and in terms of compensation or indemnification.
6. The effectiveness of this guarantee is subject to the allocation of regasification capacity or loading services at the "FSRU Toscana" regasification terminal according to the provisions of the Regasification Code, or to the completion of the transfer of regasification capacity pursuant to Clause 3.2.2. of the Regasification Code or to the completion of the transfer of small scale slots pursuant to Clause 3.2.5.
7. In relation to the obligations to which ..... (USER)..... is subject following the allocation of multiannual capacity or loading services for periods in excess of one Gas Year, this guarantee will remain in force until 31 January [•], or the 31 January subsequent to the last Gas Year for which ..... (USER)..... is awarded regasification capacity or loading services.  
This guarantee will be automatically renewed from year to year resulting in the corresponding postponement of the expiry date to 31 January, subject to the right of cancellation of .....(GUARANTOR)..... to be notified in writing (by registered mail with proof of receipt or certified email) to OLT at least one hundred and twenty (120) days before the end of the Gas Year to which this guarantee refers, or of each subsequent Gas year for which the guarantee has been renewed. In the case of cancellation, this guarantee may be enforced – pursuant to the Regasification Code - if ..... (USER)..... fails to replace it with a new guarantee within the time limits established by the Regasification Code.
8. Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 3) waiver of right to enforce the provisions of articles. 1955 and 1957 Italian Civil Code, 4) validity of the guarantee, 5) Jurisdiction.

Date and place

STAMP AND SIGNATURE

Annex 7B1: PS Bank Guarantee form  
[User's headed notepaper]

**Annex 7B1: PS Bank Guarantee form**

**Whereas:**

- a) the Company .....(USER)..... with registered office in ..... Tax reg. no. .... VAT no. .... on ..... has been awarded, or is interested in participating in allocation processes for, liquefied natural gas regasification capacity at the "FSRU Toscana" regasification terminal, executing the relevant regasification capacity agreement(s) with the company OLT Offshore LNG Toscana S.p.A., with registered office in Milan, via Passione 8, VAT no. 07197231009 (OLT), and accepting the terms of the Regasification Code of the Terminal ;
- b) on [•] OLT assigned the Peak Shaving Service, or could allocate it subsequent to the allocation of regasification capacity envisaged by letter a), to a third party selected following the tender process and the Delivery Slot(s) referred to in the previous point is/are envisaged subsequent to the Unloading required for the Peak Shaving Service and prior to the deadline for the termination of the Peak Shaving Service (31 March [•]);
- c) in order to be able to participate in the regasification capacity allocation processes and/or to guarantee the actual delivery of the liquefied natural gas cargo relating to the awarded regasification capacity, the Company .....(USER).....shall provide a bank guarantee payable on first demand to be issued in its favour for an amount sufficient to ensure, from the date envisaged for the unloading of the liquefied natural gas cargo intended for the regasification capacity allocated to .....(USER)..... and for the entire duration of the Peak Shaving Service, that the risks associated with OLT's obligations under Clause 3.1.4 of the Regasification Code are covered;

**Now, therefore,**

- 1) .....(BANK)..... with head office in ..... and with address for service for the purposes of this document in ....., irrevocably agrees to pay OLT within 7 (seven) business days, on written demand and without any requirement of proof or justification, setting aside any exceptions, and without any requirement of prior notice, formal notice, warning or request to the Company ..... (USER)....., any such sums as OLT may request for the reason indicated above up to the amount of Euro ..... (Euro...../.....).
- 2) The guarantee may also be enforced several times, until the maximum amount envisaged by the previous point has been exhausted.
- 3) .....(BANK)..... declares that it has an unsecured long-term debt rating equal to or higher than at least one of the following ratings indicated by the following credit rating agencies: (a) BBB- if

Annex 7B1: PS Bank Guarantee form  
[User's headed notepaper]

indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor Service Inc.; or (c) BBB if indicated by Fitch Ratings Ltd.

- 4) ....(BANK)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.
- 5) This guarantee secures the fulfilment of the obligation to deliver the quantity of liquefied natural gas relating to the regasification capacity allocated, or which could be allocated, to the Company ..... (USER)..... by virtue of the regasification capacity Agreement(s) entered into with OLT and under the Regasification Code and will, therefore, be terminated upon full completion of the delivery of the quantity of liquefied natural gas at the "FSRU Toscana" regasification terminal, or in the event that the company .....(USER)..... has communicated the non-delivery of the quantity of liquefied natural gas before the bringing forward of the redelivery operations for the LNG which is present in the Terminal and used for the Peak Shaving Service.
- 6) Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 4) waiver of right to enforce the provisions of articles 1955 and 1957 Italian Civil Code, 5) validity of the guarantee, 6) Jurisdiction.

Date and place

STAMP AND SIGNATURE



[User's Group Company headed notepaper]

**Annex 7B2: PS User's Group Guarantee form**

**Whereas**

- a) the Company..... with registered office in..... Tax reg. no. .... VAT no. .... is an Affiliate, as defined in the Regasification Code, of the Company (USER) ..... with registered office in ..... Tax reg. no..... VAT no.....
- b) the Company .....(USER)..... with registered office in ..... Tax reg. no. .... VAT no. .... on ..... has been awarded, or is interested in participating in allocation processes for, liquefied natural gas regasification capacity at the "FSRU Toscana" regasification terminal, executing the relevant regasification capacity agreement(s) with the company OLT Offshore LNG Toscana S.p.A., with registered office in Milan, via Passione 8, VAT no. 07197231009 (OLT), and accepting the terms of the Regasification Code of the Terminal ;
- c) OLT has allocated, or could allocate it subsequent to the allocation of regasification capacity envisaged by letter b), the Peak Shaving Service to a third party selected following the tender process and the Delivery Slot(s) referred to in the previous point is/are envisaged subsequent to the Unloading required for the Peak Shaving Service and prior to the deadline for the termination of the Peak Shaving Service (31 March [\*]);
- d) in order to be able to participate in the regasification capacity allocation processes and/or to guarantee the actual delivery of the liquefied natural gas cargo relating to the awarded regasification capacity, the Company ..... (USER)..... shall provide a bank guarantee payable on first demand for an amount sufficient to ensure, from the date envisaged for the unloading of the liquefied natural gas cargo intended for the regasification capacity allocated to .....(USER)..... and for the entire duration of the Peak Shaving Service, that the risks associated with OLT's obligations under Clause 3.1.4 of the Regasification Code are covered;

**Now, therefore**

- 1) The Company ..... with head office in ..... and with address for service for the purposes of this document in ....., irrevocably agrees to pay OLT within seven (7) business days, on written demand and without any requirement of proof or justification, setting aside any exceptions, and without any requirement of prior notice, formal

[User's Group Company headed notepaper]

- notice, warning or request to the Company ..... (APPLICANT)....., any such sums as OLT may request for the reason indicated above up to the amount of Euro ..... (Euro...../.....).
- 2) The guarantee may also be enforced several times, until the maximum amount envisaged by the previous point has been exhausted.
  - 3) [...], ....., declares that it has an unsecured long-term debt rating equal to or higher than at least one of the following ratings indicated by the following rating agencies: (a) BBB – if indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor Service Inc.; or (c) BBB if indicated by Fitch Ratings Ltd
  - 4) ....(GUARANTOR)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.
  - 5) This guarantee secures the fulfilment of the obligation to deliver the quantity of liquefied natural gas relating to the regasification capacity allocated, or which could be allocated, to the Company ..... (USER)..... by virtue of the regasification Capacity Agreement entered into with OLT and under the Regasification Code and will, therefore, be terminated upon full completion of the delivery of the quantity of liquefied natural gas at the "FSRU Toscana" regasification terminal, or in the event that the company .....(USER)..... has communicated the non-delivery of the quantity of liquefied natural gas before the bringing forward of the redelivery operations for the LNG which is present in the Terminal and used for the Peak Shaving Service .
  - 6) Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 4) waiver of right to enforce the provisions of articles. 1955 and 1957 Italian Civil Code, 5) validity of the guarantee, 6) Jurisdiction.

Date and place

STAMP AND SIGNATURE

## Annex 8: LNG and gas quality and measurement manual

### 1. LNG and gas quantity, quality and pressure specifications

#### 1.1. Quality specifications for the LNG at the Delivery Point

The LNG quality specifications are as follows (\*\*):

PROPERTIES		SPECIFICATION	MEASUREMENT UNIT
Wobbe Index	Minimum	47,31	MJ/Sm <sup>3</sup>
	Maximum	53,50	MJ/Sm <sup>3</sup>
GCV	Minimum	(*)	MJ/Sm <sup>3</sup>
	Maximum	(*)	MJ/Sm <sup>3</sup>
H <sub>2</sub> S + COS (as sulphides)	Maximum	≤ 5	mg/Sm <sup>3</sup>
Mercaptans (as sulphides)	Maximum	≤ 6	mg/Sm <sup>3</sup>
Total sulphur (as sulphides)	Maximum	≤ 20	mg/Sm <sup>3</sup>
Mercury (Hg)	Maximum	10	Nano g/Sm <sup>3</sup>
Hydrocarbon dew point (cricondenthem)	Maximum	≤ 0	°C (1-70bara)
Water (H <sub>2</sub> O)	Maximum	0,1	ppm (vol)
Oxygen (O <sub>2</sub> )	Maximum	0.6	% mol
Carbon Dioxide (CO <sub>2</sub> )	Maximum	2.5	% mol
Solids		No deposits on 60 mesh filters	
LNG density	Minimum	420	kg/m <sup>3</sup>
	Maximum	470	kg/m <sup>3</sup>

*The reference standards for GCV and Wobbe Index are: ISO 6976:1995 calorific values (reference combustion temperature: +15°C, standard cubic metres +15°@ 1.01325 bara). It is understood that the quantity and quality measurements recorded at the time of unloading will be communicated and shared in accordance with the procedures and reference standards referred to in paragraphs 2.7 and 2.8.*

*(\*): if the Wobbe Index is within the specifications, the GCV and the individual components are acceptable. With regard to the Wobbe index, the acceptability values have been updated following the provisions of Ministerial Decree 325 of 5 October 2023; if the LNG needs a Wobbe index correction, please check in advance with the Operator on its acceptability.*

*(\*\*): Please note that  $1 \text{ kJ/Sm}^3_{15^\circ/15^\circ} = 0.0002775 \text{ kWh/ Sm}^3_{25^\circ/15^\circ}$  and  $1 \text{ kWh/ Sm}^3_{25^\circ/15^\circ} = 3603.6 \text{ kJ/Sm}^3_{15^\circ/15^\circ}$ . These conversion factors shall be used also for unloading certificates and reports as per paragraph 2.8.*

## **1.2. Impurities**

The Unloaded LNG must not contain solids, contaminants or extraneous material that may interfere with its saleability or cause damage or interfere with the Terminal's operations.

If the total sulphur content is less than five (5) mg/Sm<sup>3</sup>, it will not be necessary to analyse the sample of hydrogen sulphide and mercaptans sulphide.

To avoid any occlusion or erosion of the equipment, the Unloaded LNG must not contain any concentrations of fluid components (e.g. aromatics, C<sub>6</sub>H<sub>6</sub>, CO<sub>2</sub>, CH<sub>3</sub>OH, etc.) that exceed fifty percent (50%) of the solubility limit for that particular component within an operating pressure range of 0 to 100 bar and within an operating temperature range of -162 to +50°C. C<sub>6</sub>H<sub>6</sub>: max. 1 ppm, CH<sub>3</sub>OH: max. 0.5 ppm.

The LNG quality specifications are subject to modification at any time as required to conform with the Gas quality specifications.

## **1.3. Gas Quality Specifications at the Redelivery Point**

The qualitative characteristics of the gas injected into the National Transmission System are those resulting from the analyses performed at the Terminal, based on the quality monitoring methods, procedures and instruments used at the Terminal itself. The regasified LNG injected into National Transmission System will comply with the quality and pressure specifications for gas injection required by SRG in accordance with the provisions of the Grid Code – provided that the LNG Unloaded and delivered by the User complies with the specifications at the Delivery Point.

The Operating Company, which has the transportation capacity at the Redelivery Point pursuant to article 8, paragraph 1, of Resolution no.137/02, complies with the quality specifications envisaged by the Grid Code pursuant to article 8, paragraph 1, of Annex A to Resolution no.185/05.

## **2. Measurement, Sampling and Analyses of LNG and Gas**

### **2.1. Definitions**

The relevant Standards and procedures such as GPA, API, ISO, EN or ASTM are updated in line with the latest revisions.

### **2.2. LNG Measurement Tests and Methods: Tank Gauge Tables**

Prior to using any LNG Carrier, the User shall: (a) where the LNG Carrier's tanks and volume measuring devices have never be calibrated, arrange for a qualified classification entity selected by the User and the Operating Company of the Terminal to calibrate each tank and volume measuring device for volume against level, or (b) where the LNG Carrier's tanks and volume measuring devices have been previously calibrated, provide the Operating Company with proof of such calibration prepared by a qualified classification entity and, if necessary, arrange for the recalibration of all the tanks and volume measuring devices by a qualified classification entity selected by the User and the Operating Company.

#### **2.2.1. Preparation of the Tank Gauge Tables**

The LNG Carrier's tank tables must be verified by a qualified inspector. Such tables must include the calibration tables, trim and list correction tables, volume corrections to tank temperature and

other corrections, where necessary. The calibration tables must be verified by a qualified classification body and made available for consultation by the Maritime Authorities. The LNG Carrier must present its inspection certificates showing the last inspection.

#### **2.2.2. Accuracy of the Tank Gauge Tables**

The tank gauge tables prepared in accordance with section 2.1.1 must indicate volumes in cubic metres expressed to the thousandth, with the depth of the tank expressed in metres to the thousandth.

#### **2.2.3. Certification of Tank Calibration**

The Operating Company is entitled to be present at the calibration of the tanks envisaged by section 2.1.1. The User shall give the Operating Company reasonable prior notice of the tank calibration.

#### **2.2.4. Recalibration of the LNG Tanks in the case of Deformation, Reinforcement or Modification**

In the event that one of the LNG tanks of an LNG Carrier becomes deformed or is reinforced or modified to such an extent as to call into question the validity of the gauge table envisaged by section 2.1.1 above, the user shall arrange for their recalibration in accordance with the procedure set forth in sections 2.1.1 and 2.1.2 above during a period when such LNG Carrier is out of service for inspection and/or repairs. The user shall bear the costs of the recalibration unless the latter was carried out at the Operating Company's request and there were no inaccuracies in the tank gauge tables, in which case the Operating Company shall bear the recalibration costs.

Apart from the cases envisaged by this section 2.1.4, no recalibration of any LNG tank of any LNG Carrier is required.

### **2.3. LNG Measurement Tests and Methods: Selection of Measurement Devices**

#### **2.3.1. Liquid-Level Measurement Devices**

ISO 10976 specifies that at least two independent devices for measuring the liquid level must be available for each cargo tank. The primary and secondary measuring systems must be independent, so that if one fails the other will not be affected.

ISO 10976 defines the measuring precision of both primary and secondary devices: +/- 5mm (some systems are unable to meet this verification tolerance, in which case a verification tolerance of +/- 7.5 mm may be applied).

The measurement devices must be certified for off-shore use.

#### **2.3.2. Temperature Gauges**

ISO 10976 specifies that there should be a minimum of five temperature sensors in the tank and at least one of them must be located above the maximum fill height so as to remain in the vapour space. Each temperature sensor shall be supported by a secondary sensor mounted adjacent to the primary sensor. The ATT system shall read and provide individual temperatures for both liquid and vapour space and allow their averages to be determined. In any case, LNG Carriers equipped with fewer temperature sensors (but still in accordance with the IGC Code requirements) may also be considered.

Two sensors including spares shall be installed - one on the tank bottom and the other at the top - to ensure constant measurement of the temperatures of the liquid and vapour, respectively. The remaining sensors shall be installed at an equal distance from the bottom and the top of the tank. All of the sensors shall be installed in such a way as to ensure that they are not affected by the operation of the spray pumps.

ISO 10976 specifies that the accuracy of the temperature measuring devices must be as follows:

Temp. Range, °C    Range,

-165 to -145        +/-0.2

### **2.3.3.      Pressure Gauges**

Each tank of each LNG Carrier must have a single pressure gauge.

ISO 10976 specifies that the accuracy of the pressure gauges must be +/- 0.3 kPa

## **2.4.    LNG Measuring Tests and Methods: Measuring Procedures**

### **2.4.1.      General**

ISO 10976 defines the measurement of the cargo on board LNG Carriers.

Before any measurement can take place, the gas to boilers line must be isolated, spray pumps and boil-off gas compressors switched off, loading arms connected and LNG Carrier's manifold valves closed. If gas combustion is permitted, then the gas flow meter must be recorded at the same time as OCT and CCT are performed. The Master of the LNG Carrier shall ensure that its monitoring devices operate properly and demonstrate that they have been calibrated by a qualified body. Calibration certifications must be available on request.

CCT measurement shall take place after unloading is completed, with transfer pumps switched off and allowing sufficient time for the liquid level to stabilise.

In volumetric terms, the condition of the loading arms and the unloading line should be the same for OCT and for CCT, whether empty or full. Any other device that may be used should be in the same condition for OCT and CCT.

The User, the Operating Company or their representatives are entitled to be present during each measurement, but the absence of a representative will not prevent the measurement from taking place

### **2.4.2.      Liquid Level**

The liquid level in each LNG tank of each LNG Carrier is measured to the nearest millimetre by using the primary liquid level measuring device referred to in Section 2.2.1 above.

The Five (5) readings shall be made in as rapid succession as possible. The arithmetic average of the readings shall be deemed to be the liquid level. The supplier of the measuring device must ensure that the CTMS is able to offset the dynamic movement while the LNG Carrier is moored at the Terminal. The internal level sampling rate of the CTMS shall be sufficient to enable adequate processing, providing the aforementioned readings at intervals of 15 seconds so as to be stable within CTMS accuracy limits. Such information must be included as part of the LNG Carrier calibration already approved by a qualified inspector. Any variation in the prescribed number of readings that may be required to offset the dynamic movement of the LNG Carrier while moored at

the Terminal must be provided by the supplier of the measuring equipment. Such information must be included as part of the LNG Carrier calibration tables already approved by a qualified inspector.

Such arithmetic average shall be calculated to the nearest tenth of a millimetre (0.1) and shall be rounded off to the nearest millimetre.

Such liquid level measuring device must be used for both the initial and final measurements during unloading at the Delivery Point. If the main measuring device is inoperative when Unloading commences, necessitating use of the auxiliary measuring device, the auxiliary measuring device shall be used at the end of the Unloading, even if the main measuring device has subsequently become available. The trim and list of the LNG Carrier must remain the same while such measurements are performed.

The liquid level in each LNG tank shall be recorded or printed

#### **2.4.3. Temperature**

At the same time the liquid level is measured, temperature shall be measured to the nearest tenth of a degree Celsius (0.1°C) by using the temperature measuring devices referred to in Section 2.2.2 above.

In order to determine the temperature of liquid and vapour in the tanks of the LNG Carrier, one (1) reading is taken with each primary temperature measuring device in each LNG tank. The arithmetic average of such readings with respect to the vapour and liquid in all LNG tanks shall be deemed to be the final temperature of the vapour and liquid.

Such arithmetic average must be calculated to the nearest hundredth of a degree Celsius (0.01°C) and must be rounded off to the nearest tenth of a degree Celsius (0.1°C).

The temperatures in each LNG tank shall be recorded or printed.

#### **2.4.4. Pressure**

At the same time the liquid level is measured, the absolute pressure in each LNG tank must be measured to the nearest millibar by using the pressure measuring device referred to in Section 2.2.3 above.

The absolute pressure in the LNG tanks of each LNG Carrier must be determined by taking one (1) reading of the pressure measuring device in each LNG tank, and then considering the arithmetic average of all such readings.

Such arithmetic average must be calculated to one tenth (0.1) of a millibar and rounded to the nearest one (1) mbar.

In the event that an LNG Carrier uses units other than millibars, the Operating Company and the User may convert to millibars by using internationally recognised conversion factors.

The pressure in each LNG tank shall be recorded or printed.

#### **2.4.5. Procedures in the case of Measuring Device Failure**

If it is no longer possible to perform the measurements referred to in sections 2.3.1, 2.3.2, 2.3.3 and 2.3.4 due to a failure of the measuring devices, alternative measuring procedures will be established by mutual agreement between the Operating Company and the user having consulted an independent inspector.



#### **2.4.6. Determination of the Volume of Unloaded LNG**

The list and trim of the LNG Carrier must be measured at the same time as the liquid level and temperature of the LNG in each LNG tank are measured. ISO 10976 specifies that the tolerance permitted on trim readings is +/- 50 mm. The tolerance permitted on list measurement is +/- 0.05 Degrees. The LNG Carrier's LNG cargo transfer pipes must contain hydrocarbons in the same state during the final measurement as at the initial measurement. Vapour lines connected to the manifold must remain open to ensure that the vapour pressure in all LNG tanks is equalized. Such measurements shall be made immediately before any Cargo operation commences and immediately after Unloading is completed and after the loading arms and vessel lines have been drained. The volume of LNG, stated in cubic meters to the nearest one thousandth of a cubic metre (0.001), shall be determined by using the tank gauge tables referred to in Section 2.1 and by applying the volume corrections set forth therein.

The volume of Unloaded LNG shall be determined by deducting the total volume of LNG in all the tanks immediately after unloading is completed from the total volume in all tanks immediately before unloading commences. This volume in cubic metres of Unloaded LNG shall be rounded to the nearest one thousandth of a cubic metre (0.001).

Upon completion of the CCT measurements, all measurements recorded from the CTMS shall be printed to form three certificates, as follows:

Opening Transfer Measurement Certificate

Closing Transfer Measurement Certificate

Unloading certificate – which summarises the data from the opening and closing transfer certificates

#### **2.5. TLNG Measurement Tests and Methods: Determination of the LNG Composition**

For LNG Custody Transfer purposes, the quantity of energy transferred from the LNG Carrier to the Terminal is measured in accordance with the methods described in the GIILNG LNG Custody Transfer Handbook.

##### **2.5.1. General**

The Operating Company must sample and analyse the Unloaded LNG in accordance with this Section 1.4. In order to determine the either continuous sampling with subsequent analysis as per Section 2.4.2 or on-line sampling and analysis as per Section 2.4.4 may be used. The Operating Company shall decide which system shall be used to determine the official composition of the Unloaded LNG.

The LNG sampling/analysis systems must comply with ISO 8943 for continuous and on-line intermittent analysis systems and with UNI EN ISO 10715 "*Italian Natural Gas Standard – Sampling Guidelines*." A representative of the User may be present at the calibration of the devices and the sampling/analyses procedures, but the absence of a representative will not prevent such activities from taking place.

##### **2.5.2. LNG Sampling System**

- a) The LNG sampling system shall be located in a weather-tight container on the Terminal in a suitable position on each Terminal main discharge line and must be configured in such a way as to ensure that representative continuous samples are taken from the LNG transfer lines during the period of full rate discharge. The system consists of two (2) LNG sampling systems with integrated vaporisers, equipped with stabiliser and control to ensure control of the phase change from LNG to gas. The LNG is sent from both sampling points to a single automated sampling system so that the cylinders may be filled.

- b) The sampled gas is delivered to an online gas chromatograph and used for online analysis. Alternatively, backup samples are taken on a continuous basis and stored in CP/FP containers. This sampling must be performed at a constant rate starting one hour after continuous Unloading at full rate has commenced and must end about one hour prior to the suspension of continuous full rate Unloading.
- c) The sampling device shall be sufficient to ensure that (representative) samples are taken from the LNG transfer line at all times during Unloading. It is also designed to extract, transport and process representative LNG samples, which are placed in three (3) 500 cc. stainless steel sample cylinders and sent to the analysers in the conditions required to ensure the proper performance of the analyses in terms of accuracy, repeatability, reproducibility and availability
- d) Once the discharge is completed, in the case of the use of the sampling system, the collected composite gas sample will be available in three (3) stainless steel sample cylinders. One sample cylinder must be sent for analysis at an independent onshore laboratory which uses methods that conform to industry standards, one sample cylinder must be made available to the User (delivered to the LNG Carrier), and one sample cylinder must be retained by the Operating Company for at least thirty (30) days. In case of dispute concerning the accuracy of the analyses, the Operating Company's sample shall be further retained until they both (the Operating Company and the User) agree that it may be released.

### **2.5.3. LNG Online Composition Analysis**

The online analysis system uses a gas chromatograph to determine the molar fractions of hydrocarbons and nitrogen in accordance with ISO 8943. The analyses are conducted at five-minute intervals.

For each line, the composition is the average of the readings taken from about one hour from the start of continuous Unloading at full rate until about one hour prior to the suspension of full-rate Unloading. The composition of the Unloaded LNG is determined by taking the average of the two lines, when they are both available

The online analysis system is considered to be the primary system, whereas the continuous sampling system is to be considered as an alternative, which should only be used in case of non-availability and/or malfunction of the primary system. At the User's request, to be submitted with appropriate prior notice before unloading commences, the Operating Company will arrange for spot samples to be taken at 25%, 50% and 75% of unloading, and for them to be stored in the same manner as the samples envisaged by section 1.4.2d).

Before unloading commences and once it has been completed, three analyses must be performed on the calibration gas and sample gas to determine whether the repeatability of peak areas is within acceptable limits, based on the average of the results of the three analyses. The gas chromatography analysis must be carried out according to ISO 6974 Part 4 and the LNG density determined in accordance with the latest revision of the Klosek-McKinley method.

The individual composition readings and their averages shall be rounded off to at least 0.001%. If required, the methane concentration must be corrected to give a sum of composition percentages of 100% the rounding off of molar composition values should be consistent with that specified in the method used.

The online gas chromatographs must be calibrated and/or have calibration checks performed within twenty-four (24) hours of commencement of unloading. They are calibrated by using a standard gas mixture certified by an approved supplier, of renowned accuracy and traceability, and with a certificate of analysis that shows its composition and measurement uncertainties. The quality and composition of the gas will conform to the applicable commercial standards. At the request of the User, the User may arrange for the certified gas mixture to be made available in a composition

similar to that expected from the Unloaded LNG, if the certified gas compositions available to the Operating Company are not deemed to be adequate. The requested composition must be sent to the Operating Company not less than 8 weeks (56 days) prior to the start of the allocated delivery slot. Any modification/request made after this period will not be considered. The requested composition will be subject to the approval of the supplier of the gas mixtures, in terms of its feasibility. Once confirmation has been received from the supplier, the Operating Company will officially provide the User with the expected date of arrival of the requested mixture. In the event that the mixture is not made available in time for the start of unloading operations or the supplier declares that it is not feasible, the Operating Company will use a certified gas mixture in its possession for the calibration.

The total sulphur content of the Unloaded LNG is determined in accordance with ISO 19739:2004. If the total sulphur content is less than five (5) mg/Sm<sup>3</sup>, it is not necessary to analyse the sample for hydrogen sulphide.

#### 2.5.4. Analysis System Specifications

- a) The online Gas Chromatograph used for the analyses is installed to verify the quality of the LNG transferred at the Delivery Point. The Gas Chromatograph is self-calibrating and provides an accurate analysis, by direct measurement or calculation, of the LNG composition, density, Wobbe Index and the gross calorific value (GCV). The analysis cycle for each of the gas Chromatographs lasts five (5) minutes.
- b) The analysers are installed inside adequate housing. The internal temperature is monitored to ensure that ambient conditions are always adequate. In particular, the analysis equipment consists of:
  1. One (1) composition analyser (gas chromatograph) 100% redundant
  2. One (1) sulphur analyser (gas chromatograph) for H<sub>2</sub>S, mercaptans, and total sulphur
  3. A dew point analyser (hydrocarbon / water)
  4. A density analyser
  5. An oxygen (O<sub>2</sub>) analyser
  6. The sampling system
- c) The gas chromatograph will be used to analyse the composition (C<sub>1</sub> to C<sub>6+</sub>, N<sub>2</sub>, CO<sub>2</sub>) and to calculate GCV, WI, Dr, D, and Z where:

GCV	Gross Calorific Value
WI	Wobbe Index
Dr	Relative density
D	dew point
Z	compressibility factor

To check the accuracy of GCV-Dr-Z-CO<sub>2</sub>-N<sub>2</sub>, two (2) test gas samples must be used containing all the components to be determined, one with a GCV of between thirty-seven point three (37.3) and thirty-eight point one (38.1) MJ/Sm<sup>3</sup> and the other with a GCV between thirty-eight point nine (38.9) and forty point two (40.2) MJ/Sm<sup>3</sup>. For each test sample, five (5) analyses shall be carried out, discarding the first two (2). The average composition and the relevant chemical-physical parameters must be calculated on the basis of the last three (3) analyses, verifying whether the relative error in respect of the test gas analysis certificate is within the limits

specified below. The method applicable to the Gas Chromatograph (GC) will define the applicable level of precision. The recommended method is that of ISO 6974 Part 4.

C1 – C2	0.1 % molar
C3 – N2 – CO2	0.05 % molar
GCV	50 kJ/Sm <sup>3</sup>
Dr	0.001
Z	0.001

To check the repeatability of the GC in accordance with the table below, at least seven (7) consecutive analyses of a gas sample containing all the relevant components must be carried out, discarding the first two (2) analyses. For this trial, a certified gas mixture or 'working gas' must be used

GCV	0.5 %
Dr	0.5 %
Z	0.1 %
CO2	0.1 %
N2	0.1 %

- d) The gas chromatograph for H<sub>2</sub>S, mercaptans, and total sulphur analysis and calculation must be within the limits specified below:  
Repeatability:  $\pm 2\%$  of full scale  
  
Sensitivity:  $\pm 0.5\%$  of full scale  
  
Analysis time: 6 minutes
- e) The dew point analyser (water and hydrocarbons) must be within the limits specified below:  
Accuracy:  $\pm 0.5^{\circ}\text{C}$   
  
Repeatability: according to supplier's standards  
  
Measure frequency: 6 cycles/hour recommended (12 maximum)  
  
Resolution: 0.1  $^{\circ}\text{C}$   
  
Range: -40 / +20 $^{\circ}\text{C}$
- f) The density analyser must be within the limits specified below:  
Accuracy:  $\pm 0.1\%$  of reading  
  
Repeatability:  $\pm 0.02\%$  of reading  
  
Response time: < 60 sec.
- g) The oxygen analyser must be within the limits specified below  
Accuracy:  $\pm 1\%$  F.S.

Repeatability: +/- 1% of SPAN

Sensitivity: according to supplier's standards

Response time: according to supplier's standards

h) The humidity analyser must be within the limits specified below

Accuracy:  $\pm 1^{\circ}\text{C}$

Sensitivity: 0.1 ppmV

Resolution: 0.1  $^{\circ}\text{C}$

#### **2.5.5. Procedure in Case of Analysis System Failure**

In the case of a failure/unavailability of the online analysis system before the start of unloading, the sampling system must be used to determine the LNG composition.

In the case of a failure/unavailability of both the continuous sampling system and the online sampling system, or a fault in the analysis system used by the Cargo surveyor after the unloading, the arithmetic average of the analysis results of the five (5) immediately preceding cargoes (or the total cargoes delivered if less than five (5)) of similar composition to that expected for the current cargo from the same loading port, including the cargoes of other Users, shall be deemed to be the composition of the LNG. If the above is not deemed reliable or feasible by the Cargo Surveyor, the weathered composition according to MOLAS model will be used for the determination of LNG quality within five (5) Business Days of the Unloading of the LNG carrier.

In the event that the LNG expected to be Unloaded was loaded at a regasification terminal through a reloading service, the quality of such LNG will be that measured at the Terminal, unless the User (or a Cargo Surveyor appointed by the latter) provides evidence that the regasification terminal in which the loading took place, is designed and equipped in accordance with commercially accepted standards in terms of the positioning of the sampling system in relation to the cargo tanks.

#### **2.5.6. Analysis of the Composition for Vapour Return**

Since the Terminal is not equipped with a sampling system for the returned vapour composition, the determined GCV will be 33,935 MJ/m<sup>3</sup> in standard conditions as specified, equivalent to a quality comprising ninety percent (90%) methane and ten percent (10%) nitrogen.

### **2.6. LNG Measuring Tests and Methods: Determination of Transferred Energy**

The quantity of energy transferred from every LNG Carrier is calculated by an independent Cargo Surveyor appointed by the interested parties in conformity with the measurement and calculation methods defined in this document. The maximum error for the determination of the energy received is in accordance with the current standards (GIILNG LNG Custody Transfer Handbook – Third Edition 2010).

The quantity of Unloaded LNG must exclude the volume of vapour returning to the LNG Carrier during the unloading of the LNG.

During the transfer operations, the volume of Unloaded LNG is replaced by the Gas returned from the Terminal.

Once the unloading is completed, a small quantity of LNG remains in the LNG Carrier's tanks. The transferred energy, E, corresponds to the difference between the energy transferred as LNG and that associated with the gas [natural gas (NG) + gas used by the LNG Carrier's engines, if applicable (MG)]:

$$E = E_{LNG} - E_{NG} - E_{MG}$$

These energy components are evaluated by determining the transferred volumes and/or mass and the average volume- and/or mass-based calorific value during the transfer process, i.e.:

**For LNG:**

$$E_{LNG} = V_{LNG} \times \delta_{LNG} \times H_{LNG}$$

where:

**V<sub>LNG</sub>**: volume of LNG measured in the LNG Carrier's tanks;

**δ<sub>LNG</sub>**: density of LNG calculated on the basis of the gas chromatography analyses and temperature

**H<sub>LNG</sub>**: average mass-based Gross Calorific Value (GCV) of LNG, calculated by gas chromatography analyses.

**For natural gas (NG):**

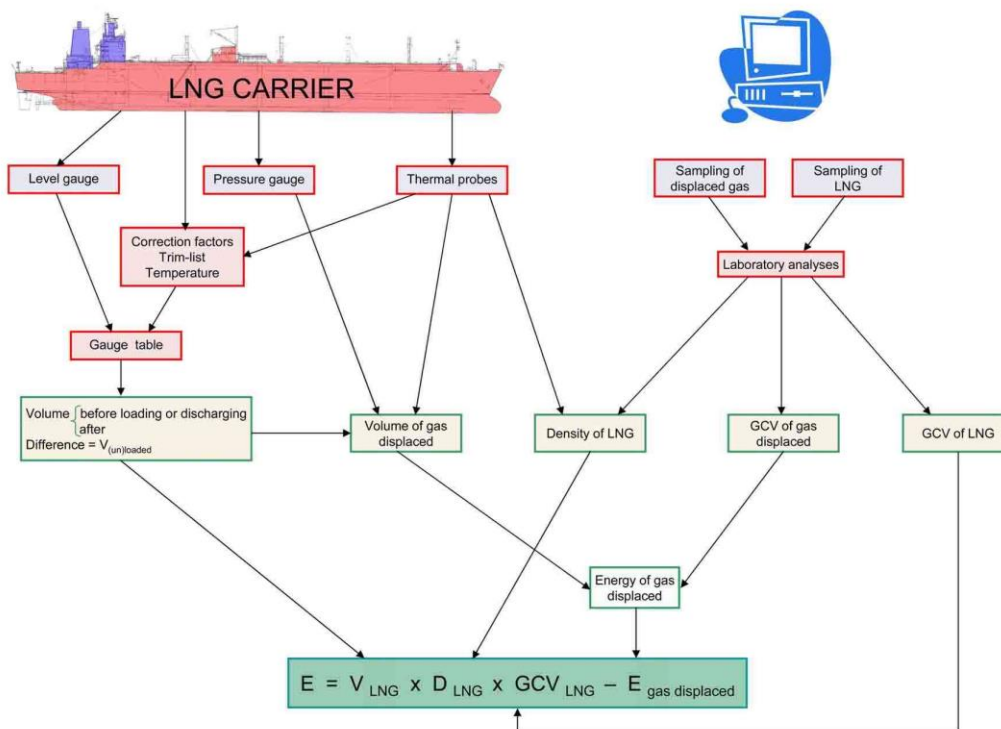
$$E_{NG} = V_{NG} \times H_{NG}$$

where:

**V<sub>NG</sub>**: Volume of gas replacing the Unloaded LNG. This volume, brought to standard conditions (288.15 K and 1013.25 mbar) is calculated from the volume of the Unloaded LNG and the temperature and pressure conditions in the tanks at the end of the unloading

**H<sub>NG</sub>**: volume-based GCV of vapour

*Note: The natural evaporation of the cargo during unloading is not included in the calculation. In fact, the loss of LNG is offset by the lower quantity of Gas returned to the LNG Carrier's.*



Cargo inspection principles

## 2.7. LNG Measuring Tests and Methods: Calculation of Transferred Energy

### 2.7.1. Calculation of the Gross Energy Discharged

The calculation of the gross energy discharged is a function of:

$V_{LNG}$  : Volume of Unloaded LNG,

$\delta_{LNG}$  : density of Unloaded LNG

$H_{LNG}$ : mass-based GCV of Unloaded LNG

$$E_{LNG} = V_{LNG} \times \delta_{LNG} \times H_{LNG}$$

### 2.7.2. Calculation of the Volume of Unloaded LNG

#### Method of Calculation

The volume of Unloaded LNG is calculated as the difference between the volumes of LNG contained in the tanks before and after unloading. The volume of LNG contained in the tank at a given point is determined by a reading from the gauge table, as a function of the level of LNG.

The level of LNG is obtained from the level measured in the tank (average of the level gauges) with the (aforementioned) correction factors applied according to need.

The volume of the LNG Carrier at a given point is the sum of the volumes contained on all the tanks.

### 2.7.3. Calculation of the Density of the Unloaded LNG $\delta$ LNG

The density is calculated from various models based on equations of state, corresponding equations of state, etc. with the following input data:

1. The composition of LNG from the gas chromatography analyses after the sampling and vaporisation; the values for molar composition have five decimal places;
2. The temperature of LNG, measured in the LNG Carrier's tanks; the temperature of LNG is measured in °C up to one decimal place (*i.e.*, 0.1).  
The calculation to determine the density of LNG uses the latest revision of the Klosek & McKinley method (KMK).

#### Application Areas for the Calculation Method

The limits of the Klosek & McKinley method for LNG composition and temperature are:

Methane (CH <sub>4</sub> )	> 60 % mol.
Iso- and normal butane (iC <sub>4</sub> + nC <sub>4</sub> )	< 4 % mol.
Iso- and normal pentane (iC <sub>5</sub> + nC <sub>5</sub> )	< 2 % mol.
Nitrogen (N <sub>2</sub> )	< 4 % mol.
Temperature (T)	< 115 K < - 158.15 °C

#### The Klosek Mac Kinley Method Formula

The method for calculating the density of LNG is based on an empirical evaluation of the molar volume of mixtures in a given thermodynamic state. The density is calculated as follows:

$$\rho_{LNG} = \frac{M_{mix}}{V_{mix}}$$

where:

$\rho_{LNG}$ : density of LNG in [kg·m<sup>-3</sup>]

$M_{mix}$ : molecular weight of the mixture in [kg·kmol<sup>-1</sup>]

$$M_{mix} = \sum M_i \cdot X_i$$

where:

$M_i$ : molecular weight of component  $i$ ;

$X_i$ : molar fraction of component  $i$ .

$V_{mix}$ : molar volume of the mixture expressed in [l·mol<sup>-1</sup>]



$$V_{mix} = \sum X_i \cdot V_i - \left[ K_1 + (K_2 - K_1) * \left( \frac{X_{N_2}}{0.0425} \right) \right] * X_{CH_4}$$

where:

$X_i$  : molar fraction of component  $i$ .

$V_i$  : molar volume of component  $i$  at the temperature of the LNG

$K_1, K_2$  : correction factors

The values of  $K_1$  and  $K_2$ , expressed in l/mol, are determined from tables as a function of the molar mass of LNG at temperatures of between 105 K and 135 K. The tables that show molar volumes in [l·mol<sup>-1</sup>] for hydrocarbons from C1 to C5 as a function of temperature varying from 106 K to 118 K are those used for this method. There is no rounding-off when calculating  $K_1$ ,  $K_2$  and  $V_{mol}$ .

#### 2.7.4. Calculation of the Mass-Based Calorific Value of the Unloaded LNG - $H_{mLNG}$

##### Method of Calculation

The calculation of the mass-based calorific value of LNG is determined on the basis of the molar composition, the molar mass and the molar calorific value of the various components. The molar mass and the molar calorific value for each component are included in schedule 1 of the tables annexed to this manual:

The correlation is:

$$H_{mLNG} = \frac{\sum_{i=1}^N [x_i * H_i^o(t_1)]}{\sum_{i=1}^N x_i * M}$$

where:

$H_{mLNG}$  : mass-based calorific value of the mixture [MJ·kg<sup>-1</sup>]

$H_i^o(t_1)$  : mass-based calorific value of component  $i$ , [MJ·kmol<sup>-1</sup>], at a combustion temperature of 15°C

$x_i$  : molar fraction of component  $i$

$M_i$  : molar mass of component  $i$  [kg·kmol<sup>-1</sup>]

#### 2.7.5. Calculation of the Volume-Based GCV of the Unloaded LNG - $H_{vLNG}$

##### Method of Calculation

The calculation of the volume-based GCV (for real gas conditions) of the LNG is determined by the volume-based GCV, the molar composition and by the summation factor of the various components and the molar gas constant. The GCV and the summation factor for each component are included in schedule 1 of the tables.

The correlation is illustrated as follows:

$$Hv_{LNG} = \frac{\sum_{i=1}^N [x_i * Hv_i]}{Z_{mix}}$$

with:

$$Z_{mix} = 1 - \left[ \sum_{i=1}^N x_i * \sqrt{b_i} \right]^2$$

where:

$Hv_{LNG}$ : Volume-based GCV (real gas conditions) of the mixture [ $MJ \cdot m^3^{-1}$ ]

$x_i$ : molar fraction of component  $i$

$Hv_i$ : Volume-based GCV of component  $i$ , [ $MJ \cdot m^3^{-1}$ ], at the conditions of 15/15°C & 101.325 kPa

$Z_i$ : compression factor at the reference measurement conditions

$\sqrt{b_i}$ : summation factor of component  $i$ , (a 15°C & 101.325 kPa)

### 2.7.6. Calculation of the Wobbe Index of the Unloaded LNG - WI

The calculation method is based on a real gas, with the following formula:

$$WI = \frac{Hv_{LNG}}{\sqrt{d}}$$

with:

$$d = \sum_{i=1}^N \left( x_i * \frac{M_i}{M_{air}} \right) * \frac{Z_{air}}{Z_{mix}}$$

where:

WI: Wobbe Index of the mixture, [ $MJ \cdot m^3^{-1}$ ]

$Hv_{LNG}$ : Volume-based GCV (in real gas conditions) of the mixture

$d$ : relative density of the mixture of real gas

$M_i$ : molar mass of component  $i$  [ $kg \cdot kmol^{-1}$ ]

$M_{air}$ : molar mass dry air (28.9626  $kg \cdot kmol^{-1}$ )

$Z_{mix}$ : compression factor at the reference measurement conditions

$Z_{air}$ : compression factor in real gas conditions of dry air, at 288.15K & 101.325 kPa (0.99958)

### 2.7.7. Calculation of the Natural Gas Energy at the LNG Carrier

The calculation of energy returning to the LNG Carrier  $E_{NG}$  is based on the following values:

the volume of gas  $V_{NG}$

the Volume-based GCV of natural gas  $H_{NG}$

Since the Terminal does not provide the measure of the Volume-based GCV for returning gas, the value determined will be  $33,995 \text{ MJ}\cdot\text{m}^{-3}$  in standard conditions as specified for real gas conditions, equivalent to a quality of ninety percent (90%) methane and ten percent (10%) nitrogen.

### **2.7.8. Calculation of the Volume of Natural Gas – VNG**

The volume of transferred Natural Gas is calculated as the difference from the volume of LNG transferred on the basis of:

the temperature of the gas phase

the pressure of the gas phase

Between two cargo inspections, natural evaporation is considered together with the volume of transferred LNG, if a corresponding drop in the level of LNG is recorded.

Outside the cargo inspections (before and after), this evaporation is not considered and is, instead, absorbed by the Terminal

#### **Method of calculation**

The calculation of the volume of gas returning to the LNG Carrier between two cargo inspections, corresponding to the geometrical volume of the Unloaded LNG, must take place in specific pressure and temperature conditions: 101.325 kPa and 15 °C, respectively. The volume must be corrected based on the temperature and pressure conditions of the gas phase of the LNG Carrier.

Standard conditions (101.325 kPa; 15 °C)

$$V_{NG} \approx V_{LNG} * \frac{288.15}{273.15 + t} * \frac{P}{1013.25}$$

$V_{LNG}$ : Volume of gas in the observed pressure and temperature conditions. There is no rounding-off in the calculation of the volume of returning gas.

P: Observed absolute pressure, expressed in mbar, in the LNG Carrier's tanks. For the calculations, the measurements are rounded off to the nearest mbar.

t: Temperature observed in the vapour phase, in degrees Celsius. The value is equal to the average of the temperatures indicated by the temperature gauges not immersed in the LNG inside the LNG Carrier's tanks. For the calculations, the temperatures precise to one tenth of a degree (0.1 °C)

#### **Measurement Unit and Rounding-Off**

The volume of natural gas VNG is expressed in cubic metres [ $\text{m}^3$ ] as specified in standard pressure and temperature conditions (101.325 kPa.; 15 °C), no rounding-off takes place in the natural gas energy calculations.

## 2.7.9. Calculation of the Net Energy Discharged (formulas and rounding-off for performing the calculation)

### Method of calculation

In short, the net discharged energy is expressed according to the formula (standard conditions (1013,25 mbar; 15° C)):

$$E_{LNG} = V_{LNG} \left[ (\rho_{LNG} * H_{LNG}) - \left( \frac{288.15}{273.15 + t} * \frac{P}{1013.25} * H_{NG} \right) \right]$$

### Measurement unit and rounding-off

All calculations for the net discharged energy are carried out without rounding off and the following input data is used:

- $V_{LNG}$ : expressed in [m<sup>3</sup>] to the third decimal place
- $\rho_{LNG}$ : expressed in kg/m<sup>3</sup> with no rounding off in the calculations; no rounding-off in the calculation of K1, K2 and Vmol; the molar composition of the LNG is rounded off to the fifth decimal place or if it is a molar percentage to the third; the temperature of the LNG in °C is given to the first decimal place
- $H_{LNG}$ : Mass-based GCV of the LNG expressed in [MJ·kg<sup>-1</sup>] with no rounding off in the calculations. The molar composition of the LNG is given to the fifth decimal place or to the third in the case of molar percentages.
- t: temperature of the natural gas expressed in [°C] and rounded off to the first decimal place
- P: pressure of the natural gas expressed in bar to the third decimal place or in mbar rounded off to the unit
- $H_{NG}$ : Volume-based GCV of natural gas expressed in [MJ·m<sup>-3</sup>] with no rounding off in the calculations. The molar composition of the LNG is rounded off to the fifth decimal place or to the third in the case of molar percentage.
- $E_{NG}$ : net discharged energy expressed in GJ without rounding off

### Conversions:

MJ to MMBtu (ASTM E380-72) :

1 MMBtu (reference combustion T) = 1055.056 MJ (reference combustion T).

1 kJ·mol<sup>-1</sup> = 0,00423 MJ·m<sup>-3</sup>

1 kJ/Sm<sup>3</sup><sub>15°/15°</sub> = 0.0002775 kWh/ Sm<sup>3</sup><sub>25°/15°</sub> e 1 kWh/ Sm<sup>3</sup><sub>25°/15°</sub> = 3603.6 kJ/Sm<sup>3</sup><sub>15°/15°</sub>.

## 2.8. UNLOADING CERTIFICATE AND REPORT

For unloading certificates and reports, the thermodynamic references are 15° and 1,01325 bara for measurement and 25° and 1,01325 bara for combustion and the energy is expressed in kWh or its multiples, therefore the value shall be converted as below using the following conversion factors:

$$- \quad 1 \text{ kJ/Sm}^3_{15^\circ/15^\circ} = 0.0002775 \text{ kWh/ Sm}^3_{25^\circ/15^\circ}$$

$$1 \text{ kWh/ Sm}^3_{25^\circ/15^\circ} = 3603.6 \text{ kJ/Sm}^3_{15^\circ/15^\circ}$$

the values of the cargo are as follows:

**V<sub>LNG</sub> Before unloading** : in [m<sup>3</sup>] to the third decimal place

**V<sub>LNG</sub> after unloading** : in [m<sup>3</sup>] to the third decimal place

**V<sub>Unloaded LNG</sub>** : in [m<sup>3</sup>] to the second decimal place

**Temperature of the LNG before Unloading:** in [°C] to the first decimal place

**Tank pressure after Unloading** : in [mbar] rounded off to the unit

**Temperature of Gas after unloading** : in [°C] to the first decimal place

**Composition of the LNG** : in [mol %] to the third decimal place

**Composition of the Natural Gas** : in [mol %] to the third decimal place

**Wobbe Index** : in [kWh·m<sup>-3</sup> @ 25/15°C & 101.325 kPa] to the second decimal place

**Volume-based and mass-based GCV** : in [kWh·kg<sup>-1</sup> @ 25°C] or per [m<sup>3</sup> 25/15°C & 101.325 kPa] to the second decimal place

**Density of the LNG** : in [kg·m<sup>-3</sup>] to the third decimal place

**Density of Gaseous LNG** : in [kg·m<sup>-3</sup>] to the third decimal place

**Specific Density of Gaseous LNG** : no dimension, to the third decimal place

**Quantity of Energy Returning to the LNG Carrier** : in [MWh @ 25°C] rounded off to the unit (no digit after the decimal point) and [MMBtu] to the second decimal place

**Quantity of Net discharged energy** : in [MWh @ 25°C] rounded off to the unit (no digit after the decimal point) and [MMBtu] to the second decimal place

## 2.9. Specific values of the components of the Natural Gas mixture

HV<sub>i</sub> : Volume-based GCV (15/15°C & 101.325 kPa) of component *i*

HM<sub>i</sub> : molar GCV (15°C) of component *i*

M<sub>i</sub> : molar mass of component *i*

$\sqrt{b_i}$ : summation factor (15°C & 101.325 kPa) of component  $i$

COMPONENT	PROPERTIES			
	$HV_i$ [MJ/m <sup>3</sup> ]	$HM_i$ [kJ/mol]	$M_i$ [kg/kmol]	$\sqrt{b_i}$
Methane (CH <sub>4</sub> )	37.706	891.56	16.043	0.0447
Ethane (C <sub>2</sub> H <sub>6</sub> )	66.07	1,562.14	30.070	0.0922
Propane (C <sub>3</sub> H <sub>8</sub> )	93.94	2,221.10	44.097	0.1338
n-Butane (nC <sub>4</sub> H <sub>10</sub> )	121.79	2,879.76	58.123	0.1871
Iso-Butane (iC <sub>4</sub> H <sub>10</sub> )	121.40	2,870.58	58.123	0.1789
n-Pentane (nC <sub>5</sub> H <sub>12</sub> )	149.66	3,538.60	72.150	0.2510
Iso-Pentane (nC <sub>5</sub> H <sub>12</sub> )	149.36	3,531.68	72.150	0.2280
Nitrogen (N <sub>2</sub> )	-		28.0135	0.0173
Carbon Dioxide (CO <sub>2</sub> )	-		44.010	0.0748

Ref.: ISO 6976:1995

## 2.10. Molar Volumes of the components

COMPONENT	MOLAR VOLUME, l/mol						
	118 K	116 K	114 K	112 K	110 K	108 K	106 K
CH <sub>4</sub>	0.038817	0.038536	0.038262	0.037995	0.037735	0.037481	0.037234
C <sub>2</sub> H <sub>6</sub>	0.048356	0.048184	0.048014	0.047845	0.047678	0.047512	0.047348
C <sub>3</sub> H <sub>8</sub>	0.062939	0.062756	0.062574	0.062392	0.062212	0.062033	0.061855
iC <sub>4</sub> H <sub>10</sub>	0.078844	0.078640	0.078438	0.078236	0.078035	0.077836	0.077637
nC <sub>4</sub> H <sub>10</sub>	0.077344	0.077150	0.076957	0.076765	0.076574	0.076384	0.076194
iC <sub>5</sub> H <sub>12</sub>	0.092251	0.092032	0.091814	0.091596	0.091379	0.091163	0.090948
nC <sub>5</sub> H <sub>12</sub>	0.092095	0.091884	0.091673	0.091462	0.091252	0.091042	0.090833
N <sub>2</sub>	0.050885	0.049179	0.047602	0.046231	0.045031	0.043963	0.043002

Ref. : N.B.S. - Technical note 1030 December 1980.

**Volume correction factor - k1 x 10-3**

Molecular weight of the mixture	VOLUME REDUCTION, l/mol						
	105 K	110 K	115 K	120 K	125 K	130 K	135 K
16	-0.007	-0.008	-0.009	-0.010	-0.013	-0.015	-0.017
17	0.165	0.180	0.220	0.250	0.295	0.345	0.400
18	0.340	0.375	0.440	0.500	0.590	0.700	0.825
19	0.475	0.535	0.610	0.695	0.795	0.920	1.060
20	0.635	0.725	0.810	0.920	1.035	1.200	1.390
21	0.735	0.835	0.945	1.055	1.210	1.370	1.590
22	0.840	0.950	1.065	1.205	1.385	1.555	1.800
23	0.920	1.055	1.180	1.330	1.525	1.715	1.950
24	1.045	1.155	1.280	1.450	1.640	1.860	2.105
25	1.120	1.245	1.380	1.550	1.750	1.990	2.272

Ref. : N.B.S. - Technical note 1030 December 1980.

**Volume correction factor – k2 x 10-3**

Molecular weight of the mixture	VOLUME REDUCTION, l/mol						
	105 K	110 K	115 K	120 K	125 K	130 K	135 K
16	-0.010	-0.015	-0.024	-0.032	-0.043	-0.058	-0.075
17	0.240	0.320	0.410	0.600	0.710	0.950	1.300
18	0.420	0.590	0.720	0.910	1.130	1.460	2.000
19	0.610	0.770	0.950	1.230	1.480	1.920	2.400
20	0.750	0.920	1.150	1.430	1.730	2.200	2.600
21	0.910	1.070	1.220	1.630	1.980	2.420	3.000
22	1.050	1.220	1.300	1.850	2.230	2.680	3.400
23	1.190	1.370	1.450	2.080	2.480	3.000	3.770
24	1.330	1.520	1.650	2.300	2.750	3.320	3.990
25	1.450	1.710	2.000	2.450	2.900	3.520	4.230

Ref. : N.B.S. - Technical note 1030 December 1980.

### **3. MEASUREMENTS AND TESTS FOR THE EXPORT OF GAS AT THE REDELIVERY POINT**

#### **3.1. Gas delivery**

There is a complete measurement system to accurately measure the gas which enters the system after regasification. The measurement system is located at the Terminal, and has been built in accordance with the applicable standards and the requirements laid down by domestic and international legislation and by EU Directive 2004/22/EC / CE on measuring instruments (MID) applicable to the fiscal measurement of Natural Gas. The MID was implemented in Italy by Legislative Decree no. 22 of 2 February 2007.

##### **3.1.1. Volume Measurement**

The exported gas is fiscally measured by ultrasonic meters with 100% backup

##### **3.1.2. Quality Measurement**

The analyser performs a continuous measurement of the defined components within practicable limits.

Two online gas chromatographs (one operating/the other on standby) are installed on the common export line downstream of the metering, to verify whether the quality of the gas exported to the system conforms entirely to the specifications of the entry point. The system must be self-calibrating and, through direct measurement or calculation, it provides an accurate analysis of the composition of the exported gas, its density, Wobbe Index and GCV. The analysis cycle for each gas chromatograph lasts five (5) minutes.

Manual sampling points allow the composition of the NG (gas) to be verified in a laboratory in case of dispute or the unavailability of the online analyser, in accordance with requirements of the System Operator.

In case of non-availability and/or malfunction of the analyser, the flowmeter will measure the flow (see section 4.0.3 below) based on the latest available “good” data, which may be up to nine (9) Days old (and in any case in accordance with the current operating Manual used by SRG and OLT Offshore). If the analyser is unavailable for longer periods, manual sampling will be used by agreement with the relevant parties.

The gas chromatographs conform to the SGR Grid Code (chapter 11 "Gas Quality").

##### **3.1.3. Flow Computers**

Each fiscal measurement stream has dedicated flow computers which communicate with their respective flowmeters via a Fieldbus interface and download the data received from the gas chromatographs and field instruments to provide a continuous calculation of the following values:

Volumetric flow rate;

Volumetric flow totaliser;

Mass flow rate and totaliser

Flow direction;

Total energy;



Calorific value calculation;

Gas composition;

Density (in accordance with ISO 6976);

Compressibility factor;

Process Temperature;

Process pressure.

The flow computer provides calculations for the gas flow at the “reference conditions” (as envisaged by ISO 13443 – pressure 101,325 kPa, temperature 288.15 K). The flow computer uses input from the ultrasonic flowmeter to measure the pressure, temperature and compressibility factor in accordance with ISO 12213.

#### **3.1.4.Overall Accuracy of the Measurement System**

Overall uncertainty is in line with ISO 5168.

#### **3.1.5.Fiscal Metering Supervisory System (EMMS)**

The 100% redundant EMMS provides gas flow and quality data interface, acquisition, processing, storage and reporting. The EMMS checks and validates the composition data from the analysers.

#### **3.1.6.Use of the Fuel Gas Fiscal Metering System**

Any fuel gas used within the Terminal is measured fiscally.

The fiscal metering system consists of 2 parallel measurement lines (2x100%) equipped with measuring systems in line with the fiscal metering requirements envisaged by Italian law.

#### **3.1.7.Calibration**

The flow computers are calibrated in accordance with SRG standards.

### **4. Inventory Balancing**

Inventory balancing is carried out when necessary and in accordance with the authorisations and the requirements of the Italian tax authorities.

### **5. Amendments to the values and technical references of this manual**

For objective operational and technical reasons, and as a consequence of normative and regulatory developments, the Operating Company may amend one or more values and technical references contained in this manual or it may introduce new parameters with retroactive effect even with regard to commitments already assumed by the Users.

### **6. Definitions and referenced standards**

#### **6.1. List of acronyms**

API	:	American Petroleum Institute
ASTM	:	ASTM International - formerly American Society for Testing and Materials
ATG	:	Automatic tank gauge

ATT	:	Automatic tank thermometer
BOG	:	Boil-off gas
CCT	:	Closing Custody Transfer
COS	:	Carbonyl sulphide
CP/FP	:	Constant Pressure, Floating Piston – <i>applies to gas sample cylinders</i>
CTS	:	Custody Transfer System
CTMS	:	Custody Transfer Measurement System
D	:	Dew point
Dr	:	Relative density
EN	:	Euro Norm
ISO	:	International Standards Organization
FAT	:	Factory Acceptance Test – <i>normally performed on the supplier's premises</i>
GCV	:	Gross Calorific Value
GPA	:	Gas Producers Association
EMC	:	Electromagnetic compatibility –
GC	:	Gas Chromatograph
GCU	:	Gas combustion unit
GIILNG	:	Groupe International des Importateurs de Gaz Naturel Liquefie
GNG	:	Gaseous natural gas
H <sub>2</sub> S	:	Hydrogen sulphide
IACS	:	International Association of Classification Societies
IAPH	:	International Association of Ports and Harbours
ICS	:	International Chamber of Shipping
IEC	:	International Electrotechnical Commission
IGC Code	:	International Gas Carrier Code
IMO	:	International Maritime Organisation
ISGOTT	:	International Safety Guide for Oil Tankers and Terminals
ISO	:	International Organization for Standardization
MOLAS	:	Models Of LNG Ageing During Ship Transportation
MPMS	:	Manual of Petroleum Measurement Standards

MSDS	:	Material safety data sheet
N <sub>2</sub>	:	Nitrogen
NBS	:	National Bureau of Statistics (US)
NG	:	Natural Gas
OBQ	:	On board quantity
OCT	:	Opening Custody Transfer
GCV	:	Gross Calorific Value
SAT	:	Site Acceptance Test – <i>performed on board the terminal</i>
SRG	:	Snam Rete Gas
WI	:	Wobbe Index
Z	:	Compressibility

## 6.2. List of referenced standards with their full titles

### Measurement

**ISO 10976** Refrigerated light hydrocarbon fluids – Measurement of cargoes onboard LNG carriers

**ISO 5725-1** Accuracy (Trueness and precision) of measurement methods and results - Part 1: General Principles and definitions

**ISO 18132-1** Refrigerated hydrocarbon and non-petroleum based liquefied gaseous fuels -- General requirements for automatic tank gauges -- Part 1: Automatic tank gauges for liquefied natural gas on board marine carriers and floating storage.

**ISO 8311** Refrigerated light hydrocarbon fluids – Calibration of membrane tanks and independent prismatic tanks in ships – Physical measurement.

**ISO 8943** Refrigerated light hydrocarbon fluids -- Sampling of liquefied natural gas -- Continuous and intermittent methods.

**ISO 10715** Natural gas – Sampling guidelines

### Analyses

**ISO 6326-4** Natural gas -- Determination of sulphur compounds -- Part 4: Gas chromatographic method using a flame photometric detector for the determination of hydrogen sulphide, carbonyl sulphide and sulphur-containing odorants **N.B. – this standard has been revised by ISO 19739**  
– see below

- ISO 19739** Natural gas – Determination of sulphur compounds using gas chromatography
- ISO 6974** ISO 6974 comprises 6 parts, parts 1 and 2 being guidelines and measuring-system characteristics and statistics for processing of data, parts 3 to 6 being the test methods.
- ISO 6974-1** BS EN ISO 6974-1 Natural gas - Determination of composition with defined uncertainty by gas chromatography. Guidelines for tailored analysis
- ISO 6974-2** BS EN ISO 6974-2 Natural gas - Determination of composition with defined uncertainty by gas chromatography. Measuring-system characteristics and statistics for processing of data
- ISO 6974-3** BS EN ISO 6974-3 Natural gas. - Determination of composition with defined uncertainty by gas chromatography. Determination of hydrogen, helium, oxygen, nitrogen, carbon dioxide and hydrocarbons up to C8 using two packed columns
- ISO 6974-4** BS EN ISO 6974-4 Natural gas - Determination of composition with defined uncertainty by gas chromatography. Determination of nitrogen, carbon dioxide and C1 to C5 and C6+ hydrocarbons for a laboratory and on-line measuring system using two columns
- ISO 6974-5** BS EN ISO 6974-5 Natural gas - Determination of composition with defined uncertainty by gas chromatography. Determination of nitrogen, carbon dioxide and C1 to C5 and C6+ hydrocarbons for a laboratory and on-line process application using three columns
- ISO 6974-6** BS EN ISO 6974-6 Natural gas - Determination of composition with defined uncertainty by gas chromatography. Determination of hydrogen, helium, oxygen, nitrogen, carbon dioxide and C1 to C8 hydrocarbons using three capillary columns.
- ISO 10715** Natural gas - Sampling guidelines
- UNI EN ISO 10715** Italian Natural Gas Standard – Sampling Guidelines.
- GPA 2261** Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography
- ASTM D1945 -03** Standard Test Method For Analysis of Natural gas by Gas Chroma