

**PROCEDURE FOR THE ASSIGNMENT OF THE
REGASIFICATION AND STORAGE BUNDLED
SERVICE
UNDER ART. 1 OF THE MINISTERIAL DECREE
DATED 07 DECEMBER 2016**

21 FEBRUARY 2017

INTRODUCTION

This procedure has been implemented in compliance with the decree of the Minister of Economic Development (**MiSE**) dated 07 December 2016 (**Decree 7 December 2016**) as supplemented and amended by the MiSE decree dated 13 February 2016 (**Decree 13 February 2017**) laying down the rules about the booking of storage capacity for the 2017-2018 storage gas year by which the MiSE has provided:

- that the rules for allocating the capacities provided for and already adopted for the natural gas storage sector according to market logic be also extended to the procedures for allocating the regasification and storage bundled service;
- the allocation of natural gas storage capacity up to 1.5 billion cubic metres “*for the offer of regasification and storage bundled services with the purpose of allowing industrial enterprises [...] to procure LNG directly from abroad*”;
- that the Italian Regulatory Authority for Electricity Gas and Water (**AEEGSI**) sets out “*the procedure that the regasification companies must adopt for the allocation, by auction, of the capacities for the regasification and storage bundled service*”;
- that “*the continuous injection capacity available for the day ahead allocation pursuant to resolution 193/2016/R/gas will be prior allocated to the users designated for the bundled service in the manner defined by the AEEGSI*”;
- that “*determining the reserve price as per article 1 paragraph 5 of the Decree (Decree 7 December 2016), the Authority will consider possible alternative coverage of storage entry and exit fees, taking account of the contribution the storage infrastructures and the bundled service give to the flexibility and security of supply*”.

It also complies with the following provisions:

- Resolution 06/2017/R/Gas on “Provisions for regasification and storage bundled service for the 2017/2018 gas year” issued by AEEGSI on 12 January 2017 (**Resolution 6/2017**);
- Resolution 64/2017/R/Gas on “Provision for capacity allocation for regasification and storage bundled service for the 2017/2018 gas year” issued by AEEGSI on 16 February 2017 (**Resolution 64/2017**);
- Article 14 of Law Decree no. 1 of 24 January 2012, converted with amendments into Act no. 27 of 24 March 2012;
- MISE decree of 29 March 2012, published in the Official Journal [Gazzetta Ufficiale] no. 77 of 31 March 2012.

This procedure is carried out by the company OLT Offshore LNG Toscana S.p.A. (**OLT**), in coordination with the major storage company Stogit S.p.A. (**STOGIT**), in order to allocate, by auction (**Procedure**), the regasification and storage bundled service described below. The capacity will be allocated to the successful bidders (**Service User**) on the basis of the criteria described below; the price bidden and indicated in the capacity request must in any case be greater than the Reserve Price as of paragraph 5 of Article 1 in the Decree 7 December 2016, as calculated according to Article 3 of the Resolution 6/2017 and to Resolution 64/2017 and to further legislation about.

The regasification and storage bundled service offered on the basis of this procedure is the one specified below:

- The allocation by OLT to the Service User of regasification capacity dedicated to the delivery of LNG of the Service User at the OLT FSRU Toscana regasification terminal (**Terminal**);
- The allocation by STOGIT to the Service User of a storage capacity equivalent to the regasification capacity allocated to the Service User by OLT and of the relevant injection capacity for the purpose of the injection of the volumes of LNG regasified and redelivered by OLT;
- The LNG of the Service User will be delivered and stored into the Terminal in accordance with the procedure as of the general OLT contact conditions (**Access Code**) and the Service Contract conditions annexed to this Procedure (**Contract**);
- After the LNG has been unloaded and stored into the Terminal's tanks, a quantity of regasified gas equivalent to the LNG delivered, net of the consumption and losses respectively for the regasification, transportation and storage services, will be made available to the Service User by STOGIT for the uniform storage service, within the end of the month after the unloading;

For all such matters that are not expressly provided for in the present procedure the provision of the Contract, Access Code and STOGIT storage code (**Storage Code**) will be applied.

1. PURPOSE OF THE PROCEDURE

- 1.1 The purpose of this Procedure is the awarding of capacity for the regasification and storage bundled service under article 1 of the Decree 7 December 2016 and article 2 of the Resolution 6/2017 and the following allocation by STOGIT to the Service User of a storage capacity, equivalent to the regasification capacity awarded by OLT, and of an injection capacity such as to guarantee the injection of the quantities of natural gas equivalent to the delivered LNG – after the consumption and losses of the regasification and transportation services and the storage consumption in accordance with the Storage Code – within the end of the month after the unloading (**Service**).
- 1.2 Whether, due to STOGIT injection capacity constrains shown in article 1.3 Table 1 here below, in a certain day the volumes of LNG planned to be regasified and redelivered at GNL OLT Livorno entry point (**Redelivery Point**) exceeds the maximum injection capacity made available by STOGIT to the Service User, it is exclusively under Service User responsibility to obtain the injection capacity necessary to inject such quantities into the ground storage, through short term storage capacity allocation process in accordance with Storage Code, under article 1 paragraph .4 of the Decree 7 December 2016 and as specified in article 1 paragraph 3 of the Decree 13 February 2017 and in accordance with AEEGSI resolution 193/2016/R/gas to the extent of quantities referred in paragraph 2 point (c) of the Resolution 64/2017 and with priorities set forth in paragraph 2 point (d) of the Resolution 64/2017. In accordance with paragraph 2 point (d) of the Resolution 64/2017, STOGIT will reserve a priority allocation to the Service User for Primary Daily Injection Capacity and Secondary Daily Injection Capacity released by Snam Rete Gas S.p.A., where available, as defined in chapter 2 of the Storage Code.
- 1.3 The total capacity available for the Service is **2,500,000** cubic metres of LNG (equivalent to approximately **16,395,000** MWh and **1.5** billion Smc) and will be offered as regasification capacity (associated with each delivery slot) to which a corresponding storage capacity and a maximum injection capacity is associated. The functional storage capacity – storage capacity and

maximum daily injection capacity – for the Service offered by STOGIT from April 1st 2017 to September 30th 2017 (**Service Period**) is the one shown in table here below (**Table 1**):

Month	Maximum regasification capacity	Storage Capacity		Maximum daily injection capacity	
	m ³ _{Liq}	m ³ x10 ⁶	kWh	m ³ x10 ⁶ /day	kWh/day
April 2017	500,000	300	3,279,000,000	16	174,880,000
May 2017	666,667	400	4,372,000,000	13	141,778,000
June 2017	500,000	300	3,279,000,000	10	109,300,000
July 2017	333,333	200	2,186,000,000	10	109,300,000
August 2017	333,333	200	2,186,000,000	8	87,440,000
September 2017	166,667	100	1,093,000,000	5	54,650,000
Total	2,500,000	1.500	16,395,000,000		

1.4 The daily injection capacity in article 1.3 Table 1 shall be considered as the maximum injection capacity made available by STOGIT for the Service purpose and it is allocated to inject the quantities OLT redelivered to the Service User at the Redelivery Point into the ground storage, therefore the daily injection capacity is allocated to the Service User for a number of days and a for daily quantity in accordance with the more updated redelivery profile communicated by OLT under the following article 1.6. STOGIT will not allocate injection capacity in any day other than the ones strictly necessary to inject the quantities redelivered by OLT.

1.5 It is understood that STOGIT will not accept Service User storage capacity plans exceeding the injection capacity allocated pursuant to article 1.4 possibly incremented by storage capacity allocated through day-ahead storage capacity allocation processes pursuant to resolution 193/2016/R/gas and prior allocated to the Service User as set forth in Resolution 64/2017.

1.6 The regasification capacity OLT made available during the Service Period for the Service purpose is indicated in Annex 10. In particular, the regasification capacity is offered in delivery slots to each of which is associated a regasification capacity conventionally equal to 155,000 m³_{Liq} and a Scheduled Arrival Window as defined by the Access Code. For the Service purpose, OLT will communicate to the Service User and to STOGIT the most update redelivery profile not later than hrs. 12:00 of each gas day G-1, without prejudice of the right OLT has to modify such redelivery profile during the gas day G. During the 36 hours required for the discharge of a 155,000. m³_{Liq} cargo it is estimated a daily redelivery of around 13 million cubic meters (142,090 MWh): such value shall be deemed merely indicative and can be modified by, for example but not limitedly to, LNG quality, weather conditions, actual duration of the delivery operations even under possible Service User request etc. remains clear that OLT shall not be liable in respect of the quantities actually regasified and redelivered to the User at the Redelivery Point.

1.7 To the successful bidder will be awarded a storage capacity for the uniform modulation service equal to the regasification capacity awarded, expressed in kWh and applying a conversion factor of 6,558 kWh/m³_{Liq}, after the amounts to cover the consumption and losses have been deducted respectively for:

- a) the regasification service calculated and allocated under the provisions of Clause 3.4.2 of the Access Code;
- b) the transportation service, corresponding to the percentage to cover the self-consumption gas as approved by AEEGSI with Resolution 776/2016/R/GAS and equal to 0.004381%; and
- c) the storage service (the latter ones only for the injection phase) equal to 1.37%.

2. REQUIREMENTS AND OBLIGATIONS FOR PARTICIPATION

Participation in the procedure for the allocation of capacity for the Service is allowed to the applicants which:

- a) have volumes of LNG available to be unloaded at the Terminal or undertake to sign LNG supply contracts for volumes of LNG sufficient to guarantee the quantity of LNG the applicants applied for;
- b) have available LNG carrier that is already authorized to unload at the Terminal or declare that they undertake to carry out the unloading by means of an LNG carrier compatible with the Terminal's specifications which is to be authorized according to the procedures provided for and defined by the Terminal, with the risk that the authorizing procedures may not be successful lying with requesting entity;
- c) undertake to sign the Contract for the bundled service with OLT and STOGIT under article 5.1 of the Procedure;
- d) undertake to sign a regasification a SLOT capacity agreement under article 5.1 of the Procedure;;
- e) have signed or undertake to sign a storage contract with STOGIT for the provision of a uniform modulation service under paragraph 3.2.5. of the Storage Code and under article 5.2 of the Procedure;
- f) are users of the Snam Rete Gas S.p.A. transportation service or undertake to obtain such qualification no later than the first day of the month in which the first unloading at the Terminal is scheduled;
- g) are not subject to bankruptcy or liquidation proceedings or actions by OLT and/or STOGIT for the recovery of credit;
- h) submit, together with the capacity request, a parent company guarantee issued by a company in the Customer Group with the Required Credit Rating and/or a bank guarantee issued by an Approved Financial Institution as defined in the Access Code, the total amount of which is 50,000 Euros. The guarantee will be issued using the relevant form published by OLT for the Service purpose. It is the right of the requesting applicants to set up a non-interest-bearing security, in place of the parent company guarantee and/or bank guarantee, by means of a bank transfer to a bank current account held by OLT. This must be carried out by no later than 17:00 hours on March 3rd 2017 and be for 50,000 Euros.
- i) where they participate through a representative, that they submitted a document proving the representation power has been assigned in a certified dated prior to the bid submission. For this purpose the representative power declaration shall be an authenticated written private agreement or the certified date shall result by email or PEC (for companies incorporated under Italian law) transmission data.

3. SUBMISSION OF BIDS

Applicants that intend to participate in the capacity offer for the Service are obliged, within the term and procedure as of the sections below, to:

- deliver, in the time frame indicated below, a single envelope which must be closed, sealed and countersigned on the edges of the closure to confirm the original closure by a person (legal representative/authorized signing officer) holding the powers of attorney as of Annex 6 to the Procedure. This envelope must show this wording on its outside **“RICHIESTA DI ASSEGNAZIONE DEL SERVIZIO INTEGRATO DI RIGASSIFICAZIONE E STOCCAGGIO PER L'ANNO TEMICO DI STOCCAGGIO 2017/2018”** (*“Application for assignment of the*

regasification and storage bundled service for storage gas year 2017/2018”) and indication of the company name or title, its address, email address and PEC address (for companies incorporated under Italian law) of the applicant;

- mandatorily and on penalty of exclusion put two envelopes (“**ENVELOPE n°1**” and “**ENVELOPE n°2**”) inside the package, as detailed below, each of which must be closed, sealed and countersigned on the edges of the closure to confirm the original closure by a person holding the powers of attorney as of Annex 6 to the Procedure.

ENVELOPE n°1

Envelope n°1 must show the wording “**DOCUMENTAZIONE**” (“*Documentation*”) and the name or company title of the applicant on the outside and contain a photocopy of a valid ID document of the authorized signing officer signing the bid as well as the declarations and undertakings as indicated below.

Envelope no. 1 must contain, on penalty of exclusion, the forms annexed to this Procedure, duly filled in and signed by the legal representative/authorized signing officer signing the bid, with which the latter attests - also by means of a declaration in lieu of an attested affidavit, where required - the following:

- A. the undertaking to sign a regasification contract for the capacity functional to the Service through unloading to be carried out according to the rules set forth in the Access Code (Annex 3/3A to the Procedure);
- B. a declaration that it holds, or an undertaking to sign, a contract with STOGIT for the uniform storage service under paragraph 3.2.5 of the Storage Code (Annex 3/3A to the Procedure);¹
- C. a declaration that the applicant company is not subject to bankruptcy or liquidation proceedings at the time of submitting the application and is not subject to action by OLT and STOGIT for the recovery of credit (Annex 3/3A to the Procedure) and an undertaking to give notice of every change to the conditions as of above before signing the Contract;
- D. only if applicable, a declaration that it is an industrial entity/consortium in accordance with Article 1, paragraph 2, of the Decree (Annexes 4/4A and 5/5A to the Procedure);
- E. a declaration certifying that the person signing holds the power of attorney (Annex 6 to the Procedure);
- F. to be the holder, or undertakes to be the holder, of one or more import contracts or has, or undertakes to have, volumes of LNG available (Annex 3/3A to the Procedure) which is necessary and sufficient to guarantee the supply of the LNG offered into the tender;
- G. to have, where already known, one or more LNG carriers authorized to unload at the Terminal or a declaration that it undertakes to have LNG carriers compatible with the Terminal’s specifications which have to be authorized according to the procedures provided for and defined by the Terminal, with the risk that the authorizing procedures may not be successful lying with requesting user (Annex 3/3A to the Procedure);
- H. a parent company guarantee, a original copy, issued by a company in the Customer’s group

¹ The text of the Storage Contract is available on the STOGIT website.

with the required credit rating and/or a bank guarantee issued by an approved credit institution as defined in the Access Code, in accordance with the template Annex 8A or 8B to the Procedure, the total amount of which is 50,000 Euros. It is the right of the requesting applicants to set up a non-interest-bearing security, in place of the parent company guarantee and/or bank guarantee, by means of a bank transfer to a bank current account held by OLT (IBAN IT 23 P 01030 13900 000006005155). This must be carried out by no later than 17:00 hours on March 3rd 2017 and be for 50,000 Euros.

- I. Declaration to be users of the Snam Rete Gas S.p.A. transportation service or undertake to obtain such qualification no later than the first day of the month in which the first unloading at the Terminal is scheduled (Annex 3/3A to the Procedure);
- J. Where applicable, assignment of representation power according to Article 1.2 of the Decree (Annex 7 to the Procedure).

ENVELOPE n°2

Envelope n°2 must show the wording **“OFFERTA ECONOMICA”** (*“Financial Bid”*) and the name or company title of the applicant on the outside and must contain the declarations and undertakings listed below.

The applicant must indicate with reference to the available slots (Annex 2/2A to the Procedure):

- i. the regasification capacity request. It is understood that in each month the regasification capacity the applicant can apply for (in m³_{Liq}) is the one indicated in article 1.3 Table 1 of article 1.3 above. If the aggregated regasification capacity request for a certain month exceeds the maximum available one, OLT will award the delivery slots starting from the first delivery slot scheduled for such month as indicated into Annex 10 up to the maximum available volume;
- ii. the Unit Price “P” offered corresponding to each slot the user applied for the purposes of the Service;
- iii. the country where the LNG was produced, if already known (in the case of LNG coming from reloading, an indication of the terminal of origin) otherwise, for the purpose of the awarding priority defined in article 4.3, such GNL will be deemed to have the lowest priority as if it is produced by countries from which imports are already in progress at the date the Decree comes into force.
- iv. if already known, the LNG carrier that it intends to use or alternatively the declaration in article 3 point (G) will be applied.

The applicant shall also declare (Annex 2/2A to the Procedure):

- v. the identification of a contact person (whose details and position held in the applicant’s organization must be provided) as addressee for all communications envisaged for the execution of this Procedure, indicating the email address and PEC address (for companies incorporated under Italian law) to which the communications transmitted by OLT will be validly sent, without prejudice to the fact that - except for cases where a specific method for the transmission of communications is provided for - OLT will choose whether to use only one, or both, communication channels;
- vi. full unconditional acceptance of the Procedure, including the Annexes;
- vii. in the event of awarding, the irrevocable undertaking to sign the Contract under article 5.1 of the Procedure.

All the documents listed above must be prepared using the templates and forms annexed to this

Procedure. The submission of incomplete bids or the ones that do not conform to the rules set forth in this Procedure could cause the exclusion from the tender under the sole opinion of the designed committee.

The submitted bids are binding, both for excluded applicant and/or non-awardees, until notice of exclusion and/or failure of award, and, for the awardees, until the signing of the Contract, without prejudice of the waiver option set forth in article 5.1;

The value of the Unit Price “P” must be expressed in €/mcl.iq (Euro/liquid cubic metre), with indication to three decimal places. If more than three decimal places are indicated, the value will be automatically approximated to the third decimal place.

Unit Price “P” is understood as the unit price that the applicant undertakes to pay for the requested capacity. This Unit Price is understood to replace:

- the “Cqs” compensation as of Article 1, paragraph 1.1, letter h), of the “Regulation of tariffs for the natural gas regasification service for regulation period 2014-2017” (RTRG) under the provisions of Article 4.3, letter b) of the Resolution 6/2017;
- the transportation costs incurred by STOGIT with regard to the booked capacity at the interconnection with the storage interconnection.

On the other hand, in addition to the payments in kind as of Article 1.7 of this Procedure, the following charges and costs remain unchanged:

- a) unit regasification tariffs “Crs” and “CM^R” as determined by the AEEGSI with Resolution 329/2016/R/GAS and equal to respectively 0.078779 €/mc_{Liq}/year and 0.017446 €/mc_{Liq}/year;
- b) transportation costs incurred by OLT with regard to the booked capacity at the entry point of the Italian national transport system as calculated in Article 4.3 of the SLOT Capacity Agreement
- c) variable unit price for transportation of 0.003375 €/Smc as approved by the AEEGSI with resolution 776/2016/R/GAS and the tariff components for additional costs as valorised by the AEEGSI at the start of each quarter with special resolutions and published by Snam Rete Gas S.p.A.²; and

The package containing Envelope no. 1 and Envelope no. 2 mentioned above must be delivered, on penalty of exclusion, in the period between February 21st 2017 and March 6th 2017 (Monday to Friday from 9:00 to 17:30, on March 6th 2017 within hr. 10:30), excluding non-working days (Saturday, Sunday and public holidays), to Notaio Fabio Monteleone con sede in via Cesare Battisti 23 Milano (**Studio Notarile**).

If the applicant intends to deliver the package by direct delivery through one of its employees, this person must have a currently valid identity document.

If the applicant proceeds with delivery through couriers, such as the Italian Post Office or other private couriers (e.g. SDA, UPS, DHL or others), that applicant will anticipate, by email to the above mentioned Studio Notarile (email post box: vergiate@studio-monteleone.it), the courier company dealing with the delivery within the terms provided for by this Procedure.

Delivery of the package to the Studio Notarile beyond 10:30 of March 6th 2017 and/or outside the days or time range indicated above will not be accepted, without any responsibility being ascribed to OLT and/or STOGIT. An applicant that makes use of the Italian Post Office or

² With reference to the first quarter of 2016, the valorization of the additional variable tariffs is the one as of the following link http://www.snamretegas.it/export/sites/snamretegas/repository/file/Anno_termico_2016x17/Tariffe_trasporto/Componenti_Tariffarie_Aggiuntive_20_17_1trim.pdf.

other private couriers for the delivery cannot justify lateness in delivery by attributing it to said couriers.

It is understood that:

- the receipt is the only valid document for attesting the time and date of the package's delivery; therefore, packages, and hence the bids herein contained, for which said receipt has not been issued will not be considered as delivered;
- Packages, and hence the bids herein contained, which have arrived incomplete or by not in compliance with this Procedure (by way of example but not limited to, cases of opened and/or not sealed packages and/or ones not conforming with the provisions of this Procedure) will be excluded;
- Packages, and hence the bids herein contained containing, by way of example but not limited to, the following will be excluded:
 - unsigned documents;
 - non-irrevocable bids, i.e. subject to conditions, or ones that do not conform to the forms annexed to this Procedure.

Bids jointly submitted by two or more companies or separately by two or more companies in the same package will be not admitted. If an applicant submits several bids (except in case where one bid is submitted as representative) only the first one submitted bids in order of time will be considered valid, whilst the others will be considered null and void. If several bids are submitted simultaneously by the same applicant (e.g. because they were entrusted to the same employee or the same courier), they will all be excluded (except in case where one of the submitted bids are submitted as representative)

4. AWARD OF THE TENDER

- 4.1 Starting at hr. **11:00** on March 6th 2017, the internal committee designated for the purpose, the secretary of which will be an employee of the Studio Notarile, will meet at those offices. The committee will proceed to open the sealed envelopes from the bidders, checking beforehand that the envelopes submitted are closed and show the correct wording on the outside. Only if this check is positive will the committee proceed to check the completeness and conformity of the documents contained therein (including any effective establishment of a non-interest bearing security in place of the parent company guarantee and/or bank guarantee) and proceed to make a table of the bids received selecting solely those whose bid unit price is above the Reserve Price under article 1 paragraph 5 of the Decree calculated pursuant to article 3 of the Resolution 6/2017 and to Resolution 64/2017 and subsequent regulatory provisions.
- 4.2 The committee will then proceed to order the bids for each delivery slot in the Service Period and consequently form a bidders' ranking list.
- 4.3 If two or more bidder have formulated a bid for the same delivery slot, the committee, for the purposes of selecting the admissible bids, will proceed to identify them on the basis of the following order of priority in accordance with the provisions of article 2, paragraph 5, of the Resolution 6/2017 and of article 1, paragraph 6 of the Decree 13 February 2017
 - a) bid submitted by an industrial enterprise or consortium of industrial enterprises as defined by article 1, paragraph 2, of the Decree 6/2017, directly or by its

- representative;
- b) bid with highest price;
- c) bid with the greatest volume of LNG intended for delivery.
- d) bid for the delivery of LNG produced in countries from which there are no imports in progress at the date of the Decree's entry into force by means of supply contracts whose duration is of one year or longer;

Applying the priorities as of above, the committee will then proceed to tabulate the received bids forming the ranking list for each slot of the admissible bids.

- 4.4 The classification of the admissible bids for each slot, in accordance with the provisions of article 1, paragraph 7, of the Decree 7 December 2016, will then be promptly transmitted to MiSE which determines the overall awarding order, taking into account what has been transmitted by the LNG terminal operators which will have carried out a similar procedure for the assignment of the Service. In particular, it will be the duty of MiSE to define the overall award order, aggregating the demand curves of each regasification terminal based on the criteria identified by the Decree 7 December 2016 and the Resolution 6/2017 as well as the capacity offered by STOGIT indicated in article 1.3 Table 1. The allocation made by MiSE will not be criticized by the unsuccessful applicants who are entitled to only request the reasons because of which they were not successful.
- 4.5 Indicatively before hr.18:00 of March 6th 2017, the MiSE, basing on the overall award order, will transmit the list of selected bidders to each LNG terminal operator, as per what they concern, for the purpose of the Service, taking into account the maximum awardable quantities also in consideration of the monthly and daily injection profiles communicated by STOGIT.
- 4.6 Following communication from the MiSE, the committee secretary will proceed to close the proceedings, informing the Service User(s) that have been selected. OLT will only inform the successful bidders by email address or PEC address (for companies incorporated under Italian law) of the result of the allocation of the Service, by no later than 20:00 of March 6th 2017. OLT will inform the excluded applicants about the result of the tender by no later than the working day after the tender has been completed.
- 4.7 With regard to any applications that may have been excluded at the time the packages were opened (by way of example but not limited to, because of incompleteness or non-conformity of the documents) OLT, upon reasoned request of any interested party, ensures access to the tender documents.
- 4.8 The tender documents will remain available for 90 calendar days after the date the packages were opened as per the minutes drawn up by the secretary for any applicant who requested the access to such documents to OLT. The request to access to the tender documents shall be duly motivated and OLT reserves the right not to disclose confidential information and/or documents containing confidential information of third parties, including other bidders;
- 4.9 Within 20 days after the tender awarding, OLT will return, in separate packages, the bank guarantees issued by the unsuccessful applicants, delivering them, each one, to the address indicated in the bid. If the applicant set up a non-interest-bearing security, the latter will be returned within 10 days from when the applicant communicates the relevant bank details to OLT.

4.10 It must be stated that the terms as of points 4.5 and 4.6 are non-mandatory time limits so that any communication after them will not have any effect on the validity of the Procedure.

5. STIPULATION OF CONTRACTS FOR THE REGASIFICATION AND STORAGE BUNDLED SERVICE

5.1 The successful bidder must submit – within and not later than March 16th 2017 for the delivery slots scheduled in April and May 2017, within and not later than April 18th 2017 for the delivery slots scheduled in June and July 2014, and within and not later than May 23rd 2017 for the delivery slots scheduled in August and September 2017 – the following documents to OLT:

- a) the Contract (Annex 1/1A to the Procedure), duly filled in and signed by the legal representative or the duly authorized signing officer and complete in every part, in triple original copy. In compliance with the award notice sent by OLT, the Contract will indicate the capacities and unit prices the Service has been awarded for;
- b) The SLOT Capacity Agreementt for the regasification capacity awarded as a result of the Procedure and the related bank guarantees/parent company guarantee provided for therein.

This documentation shall be received within the above mentioned time limits at the registered office of OLT, Palazzo Orlando, Via Gaetano d'Alesio 2 – 57126 Livorno for the attention of Alberto Ton without prejudice of the right the successful bidder has to exercise the waiver option for one or more delivery slots allocated; the waiver option shall be communicated, under penalty of disqualification, in writing at the same address and within the same time limits set forth for the submission of the documents referred into points (a) and (b) above. Starting from the waiver option submission date, providing that the waiver option is communicated in writing and brought to the attention of OLT within the above mentioned time limits, the successful bidder will be no more in charge of the obligations laid down in the participation at this tender and thus released from any obligation related to the latter. It is understood that the waiver option that is communicated late, not in writing, or communicated to an address other than the one above, will be devoid of any effect. Under penalty of nullity the waiver option submitted to OLT shall contain an unequivocal will of the successful bidder to waive one or more delivery slots that have been allocated to such successful bidder, being excluded the partial waive of a slot that, where communicated, it will not have any effect.

5.2 Without prejudice of the right the successful bidder has to exercise the waiver option as per article 5.1, the successful bidder, if it is not already holder of a contract for the uniform storage service, must send the storage contract to STOGIT no later than the time limits set forth in article 5.1 at the address Sede Operativa di Crema, via Libero Comune, 5 – 26013, Crema, for the attention of the Procurement Office.

5.3 OLT will send the successful bidder an original copy of the Contract countersigned by its legal representative/authorized signing officer and the legal representative/authorized signing officer of STOGIT. The same package will possibly contain the bank guarantee, to be returned to the successful bidder.

5.4 Once the documents as of Articles 5.1 and 5.2 and/or the possible waiver option communication have been submitted by OLT, OLT will activate the return of the security as of Article 2, point h), to the requesting applicants. Failure to observe the above-mentioned term for the delivery of the documents as of above and the original of the bank guarantee/parent company guarantee and/or the possible waiver option communication to OLT and STOGIT will lead to the forfeiture of the award for the defaulting successful bidder and the full enforcement of the bank guarantee/parent company guarantee submitted together with the capacity request or the non-return of the security set by the successful bidder.

- 5.5 OLT and STOGIT, each for as they concern about, will return an original copy of the contracts signed by its own legal representative/authorized signing officer to the successful bidder.
- 5.6 it is understood that OLT and STOGIT will not be able to sign the Contract for the regasification and storage bundled service with successful bidders which have not paid the charges for existing regasification contracts and storage contracts, for invoiced amounts already past their due date, above the value of the bank guarantee issued to cover the obligations arising from these existing regasification contracts and storage contracts.

6. REGULATIONS IN THE EVENT OF USER DEFAULT

- 6.1 In the case of the quantity of LNG actually unloaded is less than the booked capacity or in the case of failure to carry out the unloading, the Service User remains the holder of the entire storage capacity associated to the regasification capacity and to the latter the provisions of the of the Storage Code will be applied.
- 6.2 In any case, the Service User is obliged to pay the unit price offered and the additional regasification fees, Crs, CM^R as well as the relevant tariffs for the transportation capacities signed by OLT with Snam Rete Gas S.p.A. for the purpose of the Service. It is understood that the Service User must in any case pay what is provided for in Article 5.1 of the SLOT Capacity Agreement.
- 6.3 Notwithstanding the provisions of Article 5.2 of the SLOT Capacity Agreement, any penalty provided in the case of failed or rescheduled delivery in the Access Code does not apply to the regasification capacities awarded through this Procedure. The possible variation of delivery slots schedule is be in accordance with Clause 3.3.3. of the Access Code.
- 6.4 With reference to the failure in providing the services by OLT and STOGIT, contractual breaches, limitation of liabilities, early termination of regasification contract, storage contract and the Contract, force majeure and dispute resolution, OLT and STOGIT applies the provisions set forth in the Access Code and Storage Code

7. MISCELLANEOUS

OLT, including on request of MiSE, reserves the right to amend, cancel, revoke, suspend and interrupt the Procedure in its unquestionable opinion, giving notice of this on its website, within the term provided for the notice of award (March 6th 2017) without a potential applicant being able to claim any expectations of any kind regarding the award and signing of the contract or any right to compensation, refund or damages of any kind.

The schedule as of the Procedure is understood to refer to Italian time.

Any variation in injection capacity in order to ensure the system security will not result in any liability to STOGIT and OLT for the purpose of the regasification and storage bundled service.

The following annexes, made available on the OLT website are an integral part of this Procedure:

Annex 1: Service Contract;

Annex 1A: (Representative) Service Contract;

Annex 2: Capacity request;

Annex 2A: (Representative) Capacity request;

Annex 3: Declaration form;

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

Annex 3A: (Representative) Declaration form

Annex 4: Industrial declaration form;

Annex 4A (Representative): Industrial declaration form;

Annex 5: Consortium declaration form;

Annex 5A: (Representative): Consortium declaration form;

Annex 6: Power of attorney;

Annex 7: Representation Power Declaration form;

Annex 8 A/B: Bank Guarantee/Parent company guarantee;

Annex 9 A/B: Receipt form;

Annex 10: Available Capacity for the Service Purpose;