

**PROCEDURE FOR THE ASSIGNMENT OF THE
REGASIFICATION AND STORAGE BUNDLED
SERVICE
UNDER ART. 1 OF THE MINISTERIAL DECREE
DATED 21 APRIL 2017**

27 APRIL 2017

INTRODUCTION

This procedure has been implemented in compliance with the decrees dated 07 December 2016 (**Decree 7 December 2016**), 13 February 2016 (**Decree 13 February 2017**) laying down the rules about the booking of storage capacity for the 2017-2018 storage gas year and the decree of the Minister of Economic Development (**MiSE**) dated 21 April 2017 by which the MiSE, following the waiver options submitted on April 18th 2017 by the successful bidders of the “*Procedure for the assignment of the regasification and storage bundled service under art. 1 of the ministerial decree dated 07 December 2017*”, stated:

- The allocation, through a further auction, of the regasification capacity allocated for the purpose of the regasification and storage bundled service for the gas year 2017/2018 and waived by the successful bidders on April 18th 2017 regarding, for OLT Terminal, the delivery slots of June 8th 2017 (Delivery Slot n.29), June 18th 2017 (Delivery Slot n.30) and July 22nd 2017 (Delivery Slot n.34) and the possible not confirmed capacity within May 5th 2017 regarding the delivery slots of June 27th 2017 (Delivery Slot n.31) and July 6th 2017 (Delivery Slot n.32);
- The regasification capacity referred to the previous paragraph is allocated under the provisions of Decree 7 December 2016 and Decree 13 February 2017;
- That each regasification terminal directly allocates the regasification capacity basing on the priorities set forth in article 1 paragraph 7 of Decree 7 December 2016;
- That the possibly waived capacity related to the delivery slots of June 27th 2017 (Delivery Slot n.31) and July 6th 2017 (Delivery Slot n.32) will be published by MiSE on its website on May 06th 2017.

It also complies with the following provisions:

- Law decree n. 164 of 23 May 2000 implementing directive 98/30/CE regarding common rules for internal market of natural gas, as amended by article 27 of the law decree n. 93 of 01 June 2011 and in particular articles 12 and 18 concerning natural gas storage and customers’ modulation supply services;
- 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 as further amended;
- 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 waived by the successful bidders and concerning the delivery slots of June 8th 2017 (Delivery Slot n.29), June 18th 2017 (Delivery Slot n.30) and July 22nd 2017 (Delivery Slot n.34) and the possible not confirmed capacity within May 5th 2017 regarding the delivery slots of June 27th 2017 (Delivery Slot n.31) and July 6th 2017 (Delivery Slot n.32) 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 capacity offered by OLT for the Service is **420,000** cubic metres of LNG (equivalent to approximately **2,754,360** MWh and **250** million Smc) and will be offered as regasification capacity (associated with each delivery slot of the premises) 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 with reference to the regasification capacity offered by OLT in June 2017 and July 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
June 2017	280,000	168	1,836,240.000	10	109,300,000
July 2017	140,000	84	918,120.000	10	109,300,000
Total	420,000	252	2,754,360.000		

The table above can be modified within March 6th 2017 following the possible waiver by the successful bidder of the delivery slots of June 27th 2017 (Delivery Slot n.31) and July 6th 2017 (Delivery Slot n.32). It is understood that OLT will promptly publish both the updated table and the Annex 10 on its website.

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 that can be modified within May 6th 2017 under article 1.4 of the Decree and article 1.3 of the Procedure. In particular, the regasification capacity is offered in delivery slots and relevant 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},

1.8 Determining the quantities object of the Service, the Service User shall consider consumption

and losses of:

- 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 and 5.2 of the Procedure;
- d) undertake to sign a regasification a SLOT capacity agreement under article 5.1 and 5.2 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 5.3 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 May 10th 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”*) followed by the wording **“OFFERTA PRESENTATA PER PROPRIO CONTO”** (*“Offer on its own behalf”*) or **“OFFERTA PRESENTATA COME MANDATARIO DI CLIENTI INDUSTRIALI”** (*“Offer submitted as representative of industrial subjects”*) or **“OFFERTA PRESENTATA COME MANDATARIO DI CLIENTI NON INDUSTRIALI”** (*“Offer submitted as representative of non-industrial subjects”*) 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 in original.

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;

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

- 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 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 May 10th 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.

Regarding the available slots (Annex 2/2A to the Procedure) the applicant must indicate:

- i. the regasification capacity request. It is understood that per each Delivery Slot the maximum regasification capacity the applicant can apply for (in m³_{Liq}) is the one indicated in Annex 10. If the aggregated regasification capacity request for a certain Delivery Slot exceeds the maximum available, for such Delivery Slot OLT will award the maximum available capacity indicated in Annex 10 (possibly updated as per article 1.3);
- 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, following 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 and 5.2 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.

Pursuant to article 1, paragraphs 1 and 2, of the Decree 13 February 2017 and under pain of exclusion of the submitted bid, the industrial subject and their consortia can participate directly or through a representative applying for a storage capacity not greater than their consumption occurred in the gas year 2015/2016.

Under pain of exclusion the representative of industrial subject and/or their consortia cannot apply for a capacity greater than the sum of the capacity object of each representative power declarations.

The representative can use the representative power declarations used for the auction held on March 6th 2017 unless the latter, for any reason, became ineffective indicating them in Annex 4A/5A.

If the representative participates with the same representative power declarations, if following the auction held on March 06th 2017 a storage capacity was awarded to the representative and such storage capacity has been further confirmed by the representative, the latter shall indicate such capacity in Annex 4A/5A. Such Capacity shall therefore be deducted from the capacity indicated into the representative power declarations received and hence from the new capacity request in the name and on behalf of the same represented parties.

If the representative participates with representative power declarations other than the ones with which participated in the auction held on March 6th 2017, the representative shall indicate them in point 3 of Annex 4A/5A adding the representative power declarations of the new representatives in original (Annex 7)

The represented parties to whom a storage capacity was awarded following the auction held on March 6th 2017 and such capacity has been confirmed by their representative, that further give the representative power to a new representative, in the new representative power declaration (Annex 7) shall indicate the storage capacity they has been already awarded in the auction held on March 06th 2017. Under pain of exclusion of the entire bid, each representative power declaration given by industrial parties and/or their consortia shall not exceed their consumption occurred in the gas year 2015/2016 deducted the storage capacity previously allocated and therefore confirmed in the auction held on March 6th 2017.

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 and the second best offerors until the signing of the Contract, without prejudice of the waiver option set forth in article 5.1 and 5.2;

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
- d) the storage strategic fee as per article 7.4.1 of the Storage Code.

The package containing Envelope no. 1 and Envelope no. 2 mentioned above must be delivered, on penalty of exclusion, in the period between May 8th 2017 and May 11th 2017 (Monday to Friday from 9:00 to 17:30, on May 11th 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 May 11th 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 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;

² With reference to the first and second quarters of 2017, the valorisation 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_2017_2trim.pdf;

- 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.

If an applicant means to submit bids in its own behalf (writing on the package “OFFERTA PRESENTATA PER PROPRIO CONTO”), or in the name and on behalf of not-industrial subjects (writing on the package “OFFERTA PRESENTATA COME MANDATARIO DI CLIENTI NON INDUSTRIALI”) or in the name and on behalf of industrial subjects (writing on the package “OFFERTA PRESENTATA COME MANDATARIO DI CLIENTI INDUSTRIALI”), the latter shall necessarily submit the relevant offers in different packages.

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 later submits bids in its own behalf or in the name and on behalf of other subjects, only the bid in the first package received in order of time will be considered valid, whilst the other bids will be considered null and void. Several packages can be submitted simultaneously (e.g. because they were entrusted to the same employee or the same courier), provided that the bids herein contained refer to different subjects (as a package submitted in its own behalf, one in the name and on behalf of not-industrial subjects, one in the name and on behalf of industrial subjects) as specified in writing on the same package.

4. AWARD OF THE TENDER

- 4.1 Starting at hr. **11:00 on May 11th, 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 received bids for each delivery slot in the Service Period.
- 4.3 If two or more bidders 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 the above, the committee will then proceed to tabulate the received bids identifying the successful bidder per each delivery slot.

- 4.4 The allocation 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 The committee secretary will proceed to close the proceeding, informing the Service User(s) and the second-best offeror(s) that have been selected. OLT will only inform the successful bidders second-best offeror(s) 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 May 11th, 2017. OLT will inform the excluded applicants about the result of the tender by no later than 20:00 of May 15th, 2017.
- 4.6 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.
- 4.7 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;
- 4.8 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.
- 4.9 It must be stated that the terms as of points 4.5 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 Within and not later than hr. 20:00 of May 12th, 2017, the successful bidders shall submit to OLT by fax (+39 0586210922/278803) or PEC (oltoffshore@legalmail.it) the following documents:
 - 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 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 Agreement for the regasification capacity awarded as a result of the Procedure.

The originals of the documentation shall be received within two business days following the above-mentioned time limit 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. The waiver request shall be communicated in writing to OLT by fax (+39 0586210922/278803) or PEC (oltoffshore@legalmail.it) 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 by fax or PEC 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. It is understood that whether the waiver option for one or more delivery slots is communicated within the time limit and the manner above defined, it will not result in any penalty. The bank guarantee/parent company guarantee shall be received within and not later than May 25th, 2017.

5.2 If the successful bidders waive or do not confirm the capacity to them assigned submitting the documents referred into points (a) and (b) of the previous article 5.1. within the time limits and the manners therein provided, within hr. 20:00 of May 12th, 2017, OLT will communicate to the second-best offerors the allocation to the delivered slots waived or not confirmed by the successful bidders. Within and not later than hr. 20:00 of May 13th, 2017, the second-best offerors shall communicate to OLT by fax (+39 0586210922/278803) or PEC (oltoffshore@legalmail.it) the documents referred into points (a) and (b) of the previous article 5.1. or, within the same time limits, and the same manners, shall communicate in writing their waiver option for one or more delivery slots to them assigned. It is understood that whether the waiver option for one or more delivery slots is communicated within the time limit and the manner above defined, it will not result in any penalty. The bank guarantee/parent company guarantee shall be received within and not later than May 25th, 2017.

- 5.3 Without prejudice of the right the successful bidder has to exercise the waiver option as per article 5.1, the successful bidder to whom the gasification capacity has been awarded pursuant to articles 5.1. and 5.2. above, if it is not already holder of a contract for the uniform storage service, must send a copy of the storage contract to STOGIT by fax (+390373892559) or PEC (commerciale@pec.stogit.it) no later than the time limits set forth in articles 5.1 and 5.2. The original copy shall be received by STOGIT at the address Sede Operativa di Crema, via Libero Comune, 5 – 26013, Crema, for the attention of the Procurement Office.
- 5.4 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.
- 5.5 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.

- 5.6 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.
- 5.7 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 (May 11th, 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 Service Contract as representative;

Annex 2 Capacity request;

Annex 2A Capacity request as representative

Annex 3 Declaration form;

Annex 3A Declaration form as representative;

Annex 4 Industrial declaration form without representative;

Annex 4A Industrial declaration form as representative;

Annex 5 Consortium declaration form; without representative;

Annex 5A Consortium declaration form as representative;

Annex 6 Power of attorney;

Annex 7 Representation power declaration form for industrial subjects and their consortia that did not participate to the auction held on March 6th, 2017 either directly or through representatives;

Annex 7A Representation power declaration form given by subjects to a representative other than the one to whom it has been given on March 6th, 2017;

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

Annex 9 A/B Receipt form;

Annex 10 Available Capacity for the Service Purpose;