

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, issued to cover the obligations arising from the aforementioned existing Capacity Agreements.

2.1.11 Requests for transport capacity

Following the end of the relevant processes for the allocation of regasification capacity to the Users, the Operating Company will ask Snam Rete Gas, in accordance with the procedures and timing envisaged by the Network Code, for the transport capacity required for the injection of the volumes of LNG that will be unloaded by the User into the National Transmission System.

Chapter 2.2 - PRINCIPLES AND PROCEDURES FOR QUALIFYING LNG 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 2.2.1.1(a).

(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 2.2.1.1(a) 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 2.1.1(a),
 - (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 2.2.1.1(g), 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 2.2.1.1(g) suffers an incident, structural damage or ceases to comply with the requirements of Clause 2.2.1.1(a) 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 or suspended 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.