

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, 2.1.8 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, 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 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 2.1.3(b)(ii), 2.1.3(b)(iii), 2.1.3(b)(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 2.1.3(b)(ii).

(b) If the provision of the Regasification Service to the User is suspended in accordance with Clause 2.1.3(a):

- (i) the Operating Company shall not allow the User to moor its LNG Carrier at the Terminal or, if the LNG Carrier is already moored at the Terminal, then the Operating Company shall be entitled to order the LNG 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:
 - if the User is a Minimum Inventory User, equal to its proportional share of the Minimum Inventory (as determined in accordance with Clause 3.5.3); or
 - if the User is not a Minimum Inventory User, 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.

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 and 2.1.5.3 and a corresponding number of Berthing Slots as published on the Operating Company's website. The regasification capacity, expressed in m³_{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):

$$\text{Maximum Number of Permitted Berthing Slots} = \frac{(\text{Add}) (\text{m}^3\text{liq})}{107.000 (\text{m}^3\text{liq})}$$

2.1.5.2 Multi-year Allocation Process

On 1 March of each year the Operating Company will publish the Continuous Capacity available for allocation from the sixth Gas Year to the fifteenth Gas Year following that of allocation.

By 1 April of each year, each interested party may send the Operating Company an expression of interest using the form attached to this Regasification Code (Annex 1) for one or more Gas Years to which the allocation procedure refers, indicating the capacity expressed $\text{m}^3\text{liq}/\text{year}$ for each Gas Year. In the case of expressions of interest relating to several Gas Years, the interested party shall necessarily indicate an equal capacity for each Gas Year to which the expression of interest refers.

By 30 April of each year the Operating Company will publish the Continuous Capacity, making it available in a manner which conforms as far as possible to the expressions of interest received and, in order to encourage long-term import projects as envisaged by article 5 TIRG, in such a way as to give priority to the expressions of interest for the highest number of consecutive Gas Years, it being understood that in the case that two or more expressions of interest refer to the same Gas Year, the expression of interest for the highest number of consecutive Gas Years will always prevail.

By 28 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.

On 1 June 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, in the knowledge that if the requested Continuous Capacity is allocated at the end of the multi-annual allocation procedure, for the purpose to maximize the utilization of the available capacity, it may be increased by the Applicant or reduced by the Operating Company according to, and within the limits provided by the same Clause 2.1.5.3. The Continuous Capacity will be requested through the Regasification Auction Platform in accordance with the procedures envisaged by its 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 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 and the Maximum Number of Berthing Slots will be calculated in accordance with the provisions of Clause 2.1.5.1.

By the 10 June of each Gas Year, the Operating Company shall publish for each Gas Year the Continuous Capacity still available for allocation from the sixth Gas Year to the fifteenth Gas Year subsequent to that of allocation.

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.;

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.

On 1 July each Applicant will send its request for Continuous Capacity through Regasification Auction Platform, in the knowledge that if the requested Continuous Capacity is allocated at the end of the multi-annual allocation procedure, for the purpose to maximize the utilization of the available capacity, it may be increased by the Applicant or reduced by the Operating Company according to, and within the limits provided by the same Clause 2.1.5.3. The Continuous Capacity will be requested through the Regasification Auction Platform in accordance with the procedures envisaged by its 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 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 and the Maximum Number of Berthing Slots will be calculated in accordance with the provisions of Clause 2.1.5.1.

2.1.5.3 Annual Allocation Process

Each party has the right to request, for the following Gas Year, for periods of one Gas Year, with effect from 01 October of the same year, up to five subsequent Gas Years, regasification capacity, expressed in m³_{liq}/year.

By 5 June of each Gas Year the Operating Company will verify whether, on the basis of the Continuous Capacity already allocated to each User following the annual or multi-annual processes, such capacity, divided into the regasification capacity associated by the Operating Company with each Monthly Slot, implies that a part of the allocated Continuous Allocated Capacity is not sufficient to equal the regasification capacity associated with each Monthly Slot. In such case, where there is still available Continuous Capacity, by 6 June the Operating Company will give notice to the User that it may increase its share of Allocated Capacity by purchasing the missing regasification capacity needed to obtain a Monthly Slot, at a price in €/MWh equal to that resulting from the most recent assignment value at which the same User was awarded Continuous Capacity in the same Gas Year as that in which the Monthly Slot falls. By 7 June each User that has received the aforementioned notice may, based on the order of priority envisaged by Clause 2.1.8.1., exercise its right to purchase such capacity, giving notice to the Operating Company thereof. If the User fails to give notice to the Operating Company or if no additional Continuous Capacity is available, the share of Continuous Capacity allocated to the User as a result of the annual or multi-annual procedures that is not sufficient to reach the minimum quantity of regasification capacity linked to Monthly Slot will be deemed never to have been allocated to the User and will be made available for the subsequent allocation processes, with the consequent reduction of the price by an amount equal to the unallocated regasification capacity valued at a price in €/MWh equal to that resulting from the most recent assignment value at which the same User was awarded Continuous Capacity in the same Gas Year.

By 10 June of each Gas Year the Operating Company will publish the Continuous Capacity still available for the allocation from the first Gas Year to the fifth Gas Year subsequent to that of allocation. For the first Gas Year 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.;

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.

On 1 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 and the Maximum Number of Berthing Slots will be calculated in accordance with the provisions of Clause 2.1.5.1.

For the first Gas Year the Monthly Slots will be assigned to the parties awarded Continuous Capacity according to the following order of priority in the selection of the Monthly Slots:

- (i) the party which has already been awarded Continuous Capacity for that specific Gas Year following previous annual or multi-annual allocation processes. In the event that there are several parties that have been awarded Continuous Capacity for that specific Gas Year following previous annual or multi-annual allocation processes, priority will be given to the party that has been allocated greater Continuous Capacity for that specific Gas Year;
- (ii) where parties have been awarded Continuous Capacity for that specific Gas Year in the context of the same auction, priority will be given to the party that has been allocated greater Continuous Capacity for that specific Gas Year;
- (iii) where parties have been awarded Continuous Capacity for that specific Gas Year in the context of the same auction and for the same capacity, the priority will be decided by drawing lots.

It is agreed that in the selection of the Monthly Slots, the awardees shall guarantee the most regular distribution possible of such slots in the various months in the Gas Year in accordance with the rules of the Regasification Auction Platform.

2.1.6 Methods of determining the capacity that is made available to the Operating Company for allocation pursuant to article 14, paragraph 3, TIRG.

Where the number of Monthly Slots and Delivery Slots corresponding to the volume of LNG actually Unloaded by the User in a Gas Year A is less than 90% of the number of Monthly Slots and Delivery Slots corresponding to the Continuous Allocated Capacity for the same Gas Year A in the context of the previous annual and multi-annual allocation processes, as may be redetermined pursuant to Clause 2.1.5.3, the same User, for each Gas Year for which it holds Allocated Capacity pursuant to Clause 2.1.5.2, shall make available to the Operating Company the Continuous Capacity, together with the Maximum Number of Permitted Berthing Slots associated with such capacity, calculated in the following manner and expressed in m³_{liq}/year:

$$V_{prio} - V_{cons}$$

where:

V_{prio} is the number of Monthly Slots and Delivery Slots corresponding to the capacity allocated to the User for Gas Year A, as part of the multi-annual and annual allocation process envisaged by Clause 2.1.5.2 and Clause 2.1.5.3, respectively;

V_{cons} is the number of Monthly Slots and Delivery Slots corresponding to the total volume of LNG Unloaded by the User in Gas Year A, and also includes:

- the total volume of LNG Unloaded from October to April of the current Gas Year, including:

- (i) the Monthly Slots and the Delivery Slots corresponding to the volume of LNG 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 Monthly Slots and the Delivery Slots corresponding to the regasification capacity made available by the User to the Operating Company for the allocation to third parties:
 - a. for Month M, including where not allocated provided it is offered at a Reserve Price determined by the User not exceeding the price owed to the same User, by 12:00 on the first (1st) Business Day of Month M-1
 - b. for each Month, only in the case that the regasification capacity is in effect allocated.

By 1 November of Gas Year, A+1, 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 each Gas Year 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.

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.

2.1.7 The Capacity Agreement for the allocation of Continuous Capacity

By the deadlines envisaged by the Continuous Capacity allocation processes, 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, 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 Schedule and the Ninety Day Unloading 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**)

2.1.8.1 Monthly allocation of Delivery Slots and Monthly Slots

By the second (2nd) Business Day of Month M-1, the Operating Company will publish on its website: the Available Delivery 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.

By 12:00 on the fourth (4th) 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;

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 sixth (6th) Business Day of Month M-1 each Applicant will send its bid for the Delivery 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 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 of the same month. In this case the Applicant accepts that any of the Delivery 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 that are indicated as alternative and indifferent, the award of the Delivery 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.

Parties awarded regasification capacity for the Months subsequent to Month M+2 will be able to choose the Monthly Delivery Slot from those proposed by the Operating Company. The Monthly Delivery Slots shall be assigned according to an order of precedence to be determined based on the decreasing Unitary Bid Price and, in case Unitary Bid Prices are equal, based on the time of the bid. By the third (3rd) Business Day after the date of the award the awardees notify, through the Regasification Auction Platform, the order of preference of the Monthly Delivery Slots that shall then be allocated to each awardee in accordance to the precedence criteria mentioned above.

In the event that the party awarded regasification capacity for the months following Month M+2 fails to notify the relevant order of preference by the three (3) Business Day term (or in the event that the Monthly Delivery Slots notified as its preference have been already assigned), such party will be automatically assigned the first Available Delivery Slot in the Month for which it submitted its bid.

The Applicant may request, in each Month and for each Delivery Slot or Monthly Slot, the capacity corresponding to the Delivery Slot the 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 Gas Year.
- (b) Subsequent to the assignment of the Available Delivery Slots the Operating Company will update and publish the Annual Unloading Schedule and the Ninety Day Unloading Schedule.

2.1.9 Allocation of spot 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 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 3.2.3.2(f).

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

2.1.9.1 Allocation of spot capacity in Month M-1

a) By the eighth (8th) Business Day of Month M-1, the Operating Company will publish on its website the Available Delivery Slots in Month M.

By 12:00 of the tenth (10th) 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;

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 (12th) Business Day of Month M-1 each Applicant will send its bid for the Delivery 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 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. In the event that bids are made for Delivery Slots that are indicated as alternative and indifferent, the award of the Delivery 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 Schedule and publish the updated Annual Unloading Schedule.

- b) In the event that, following the allocation of capacity referred to in Clause 2.1.9.1a) Delivery Slots whose Arrival Window is scheduled by the eighteenth (18th) Day of the Month M remain unawarded, by the thirteenth (13th) Business Day of the Month M-1 the Operating Company will update the Ninety Day Unloading Schedule and publish the updated Annual Unloading Schedule.

Starting from 09:00 on the fourteenth (14th) Business Day of Month M-1 and no later than 14:30 pm of the sixteenth (16th) Business Day of Month M-1, the Applicant which met the Service Conditions before 12:00 of the tenth (10th) Business Day of Month M-1, 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 operational regulation. In case of changes in the hours the Operator shall timely inform about it on its website.

In accordance with the rules of the Regasification Auction Platform the Delivery 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 the Business Day following the expiry date for the submission of bids.

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

2.1.9.2 Allocation of spot capacity in Month M

a) By the penultimate Business Day of Month M-1, the Operating Company will publish on its website any Available Delivery Slots in Month M whose Scheduled Arrival Window is schedule starting from the nineteenth (19th) Day of Month M.

By 12:00 on the first (1st) 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;

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 to 14:30 on the third (3rd) Business Day of Month M each Applicant each Applicant will send its bid for the Delivery 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 submitting a bid may specify that its offer will alternatively and indifferently be referred to more Delivery 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. In the event that bids are made for Delivery Slots that are indicated as alternative and indifferent, the award of the Delivery 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 Schedule and publish the updated Annual Unloading Schedule.

b) In the event that, following the allocation of capacity referred to in Clause 2.1.9.1a) unawarded Delivery Slots remain, by the fourth (4th) Business Day of Month M the Operating Company will update the Ninety Day Unloading Schedule and publish the updated Annual Unloading Schedule

Starting from 09:00 on the fifth (5th) Business Day of Month M and no later than 14:30 of the seventh (7th) Business Day of Month M, the Applicant which met the Service Conditions before the 12:00 of the first (1st) Business Day of Month M, 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 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 accordance with the rules of the Regasification Auction Platform the Delivery 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 the Operating Company will update the Ninety Day Unloading Schedule and publish the updated Annual Unloading 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, 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.