

2.1.9 Allocation of Delivery Slots during the Gas Year

The allocation of regasification capacity different from the Foundation Capacity relates to Released and/or Available Slots which can be awarded by the Operating Company when the Gas Year is already commenced.

The Released and/or Available Slots shall be requested by the Applicant to the Operating Company in accordance with Clauses 3.3.1.6(c) or 3.3.2.2(d).

The Released Slots, together with the Available Slots shall be offered to any User and interested party through the Annual Slot Release process described in Clause 3.3.1.6 or the Ninety Day Slot Release process described in Clause 3.3.2.2 below.

Both Released and/or Available Slots may be allocated by the Operating Company in accordance with the conditions described in Clause 3.2.4.2 and will be subject to the following priority:

- (i) firstly, to the Applicant which, with reference to such Delivery Slot, has applied for the bigger volume (even bigger than the volumes associated with the Released Slots or Available Slots, but in any case within the limits set forth in Clause 3.3.1.7(f)) ;
- (ii) secondly, to the Applicant which has applied for the largest aggregate quantity;
- (iii) thirdly, among such Applicants on a first-come, first-served basis; and
- (iv) fourthly, among like Applicants as described in Clause 1.1.1.1(i)(iii) by drawing lots.

It is understood that the allocation of Available Slots pursuant to Clause 2.1.9 shall take into consideration the regasification capacity already allocated, and, in any case, shall not exceed the permitted annual regasification capacity.

Chapter 2.2 - PRINCIPLES AND PROCEDURES FOR QUALIFYING LNG CARRIERS FOR DISCHARGE

2.2.1 LNG Carriers compatibility

2.2.1.1 LNG Carrier Acceptance Requirements

- (a) The Customer shall be permitted to moor and Unload at the Terminal only an LNG Carrier that complies with International Standards, all Applicable Laws and all other relevant laws and regulations, relevant International Association of Classification Societies (IACS) class and statutory certifications and flag state requirements, the Operating Company's compatibility, vessel vetting and inspection requirements as set forth in the Technical Manual (such as possession of a current International Ship Security Certificate and a valid SIRE vetting certificate) and the Maritime Regulations, regardless of whether such LNG Carrier is chartered, owned and/or operated by the Customer. 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 Manual and the Maritime Regulations shall be made by the Customer at its sole risk, cost and expense.
- (b) The Customer is responsible for demonstrating to the Operating Company that any LNG Carrier that the Customer intends to moor and Unload at the Terminal satisfies the requirements of Clause 2.2.1.1(a). The Operating Company shall use reasonable endeavours to cooperate with the Customer to facilitate this process.

- (c) The Technical Manual shall set forth detailed requirements with respect to the Operating Company's acceptance or rejection of each LNG Carrier that the Customer intends to moor and Unload at the Terminal.
- (d) For each LNG Carrier that the Customer intends to moor and Unload at the Terminal, the Customer shall procure that such 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 Customer intends to moor and Unload at the Terminal, the Customer shall submit to the Operating Company the required vessel documentation.
- (f) Each LNG Carrier that the Customer intends to moor and Unload at the Terminal shall pass inspections, including the Final Acceptance Visit and the Unloading Test Safety Inspection pursuant to Clause 2.2.1.3.
- (g) 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 Unloading Test Safety Inspection 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 Customer's account.
- (h) If the Operating Company determines at any time that an LNG Carrier
 - (i) fails to comply with the Technical Manual, International Standards, the Maritime Regulations, or any other requirements of Clause 2.1.1(a),
 - (ii) it is unsafe to be moored alongside 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 its acceptance of such LNG Carrier, and the Customer shall not be permitted to use such LNG Carrier to deliver Cargoes to 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 shall be for the Customer's account.

2.2.1.2 Compatibility Procedure

- (a) The Customer shall provide the Operating Company with a completed compatibility set of informations in a form chosen by the Operating Company (a **Compatibility Procedure**) 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 to such LNG Carrier and/or the Terminal.
- (b) The Compatibility Procedure and related documents shall be submitted to the Operating Company as requested in the Technical Manual.
- (c) The Operating Company shall notify the Customer whether or not the relevant LNG Carrier is compatible with the Terminal in accordance with the requirements set forth in the Technical Manual.

2.2.1.3 LNG Carrier Inspections and Safety Tests

Prior to first mooring following the provisional acceptance as result of Compatibility Procedure, an LNG Carrier will be subject to the Final Acceptance Visit by an inspector endorsed by the

Operating Company. During the first discharge at the Terminal an LNG Carrier will be subject to an Unloading Test Safety Inspection by an inspector endorsed by the Operating Company as detailed in the Terminal Manuals.

2.2.1.4 Non-compliance of Accepted LNG Carriers

If an LNG Carrier accepted by the Operating Company suffers a serious incident or ceases to comply with the requirements of Clause 2.2.1.1(a) the Customer shall:

- (a) notify the Operating Company as soon as reasonably practicable after the Customer becomes aware of such non-compliance and any pre-existing acceptance of the LNG Carrier shall be deemed to be revoked; and
- (b) not use such LNG Carrier to deliver Cargoes to the Terminal unless and until such LNG Carrier is re-accepted by the Operating Company.

2.2.1.5 Liaison with Competent Authorities

- (a) The Customer 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) Notwithstanding anything contained in the Capacity Agreement to the contrary, in the event the use of an LNG Carrier accepted by the Operating Company is prohibited or hindered by a Competent Authority, the Customer'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 Conditions of Use

- (a) Before an LNG Carrier moors at the Terminal, the Customer 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 or specified by any Competent Authority, relating to, among other things, safety, prevention and remediation of pollution, insurance, liability, public health, required equipment (and its technical specifications) and/or similar technical or operational requirements for the LNG Carrier, which shall be substantially in the form attached to Technical Manual (**Conditions of Use**).
- (b) The failure to obtain authorisation to use the Terminal on account of the failure of the Master or Shipowner of an LNG Carrier to execute the Conditions of Use shall neither suspend the Customer's obligations nor excuse the Customer'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.