

SCHEDULING OF LNG DELIVERIES AND REGASIFICATION ACTIVITY

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1) SCHEDULING LNG DELIVERIES

1.1) Monthly schedule

The proposed monthly schedule of LNG deliveries should contain the following information:

Month M

- The Scheduled Arrival Date of each LNG carrier, the date of loading and the loading port;
- the volume of LNG expected to be delivered at each unloading;
- the name of the LNG carrier that will be used for each unloading;
- the sharing rule of the LNG load among transport users other than the load's owner, if the regasification's User decides to allocate its regasified quantities among one or more transport users, as foreseen by art. 10bis.6 of Resolution 297/2012/R/gas. The User shall communicate to GNL Italia the sharing rule chosen from those published by GNL Italia on its website.

Month M+1

- the number of deliveries expected;
- the volume of LNG expected to be delivered at each unloading.

Month M+2

- the number of deliveries expected;
- the volume of LNG expected to be delivered at each unloading.

The proposed monthly schedule of LNG deliveries created by the User must be established on the basis of:

- a)
 - the capacity allocation at the beginning of the Thermal Year;
 - the process for defining allocated regasification capacity;
 - the allocation of regasification capacity for the Thermal Year already commenced;
 - regasification capacity exchanges between Users;
 - regasification capacity exchanges with GNL Italia.
- b)
 - in respect of the LNG Delivery Scheduling Constraints pursuant to paragraph 1.2 below.

The User, by the 6th working day before the start of each month M, shall notify the Operator (by fax) of the proposed monthly schedule of LNG deliveries.

GNL Italia, by the 5th working day before the start of each month M, shall notify the User (by fax) whether the proposed monthly schedule of LNG deliveries has been accepted or rejected. In case where GNL Italia makes available the LNG temporary storage service for the Peak Shaving Service, during the period when the service is provided, acceptance may involve moving a cargo delivery from month M to month M+1 on a new date established by GNL Italia.

The proposed monthly schedule of LNG deliveries submitted by the User shall not be accepted by GNL Italia unless it respects the provisions laid down in paragraphs a) and b) above. In the event that only parts of the proposed schedule comply with the provisions of paragraphs a) and b) above, only those parts shall be accepted by GNL Italia.

Once accepted by GNL Italia, the proposed monthly schedule of LNG deliveries sent by the User shall become the Monthly Schedule of LNG Deliveries for that particular User.

The Monthly Schedule of LNG Deliveries, as defined for months M and M+1, is binding on the Parties, pursuant to the provisions contained in the chapter entitled "Receiving, storage and regasification of LNG".

In the event that the proposed schedule is not submitted within the terms referred to in this paragraph, or in the case of rejection of the proposed monthly schedule of LNG deliveries, the Monthly Schedule of LNG Deliveries for that User shall be deemed to contain no deliveries.

1.2) LNG Delivery Scheduling Constraints

In preparing the proposed monthly schedule of LNG deliveries, the User is obliged to respect the following constraints, all of which are defined under "LNG Delivery Scheduling Constraints":

- 1) The LNG carrier scheduled to unload must be authorized by the Terminal, as reported in the *LNG Carrier List*, which is constantly updated and published on the GNL Italia website, or be authorized to carry out a "test unloading" as stated in paragraph 2.2 of the chapter entitled "Methods and procedures for authorising the unloading of LNG carriers";
- 2) each Scheduled Arrival Date must be scheduled within the Cd dates that the user holds on the day before the date of submission of the proposed monthly schedule of LNG deliveries; in case GNL Italia makes available the LNG temporary storage service for the Peak Shaving Service a ship must be scheduled on the first day of a sequence associated with the integer Cd;
- 3) there is a time window of at least 1 day between the Scheduled Arrival Date of one LNG carrier and the Scheduled Arrival Date of the next Carrier. The time window will be of 3 days in case GNL Italia makes available the LNG temporary storage service for the Peak Shaving Service;
- 4) In no instance may Scheduled Arrival Dates be scheduled that coincide with the last Cd date; where the User holds fractions of Cd, even after the exchange of

capacity described in the chapter entitled "Regasification capacity transactions", the last day of the sequence is the most recent date associated with the full or partial Cd of the sequence owned by the User;

- 5) under no circumstances may Scheduled Arrival Dates be scheduled to coincide with dates associated with fractions of Cd;
- 6) it is not possible, within a sequence of Cd dates, to carry out a number of unloadings that is greater than the value (rounded down) obtained by dividing the number of Cd that make up the sequence by 2 (two);
- 7) the interval between two Scheduled Arrival Dates must be measured in full day multiples;
- 8) where a User owns two Cd sequences, one at the end of month M and the other leading into month M+1, the User has the ability to bring the Cd pertaining to month M+1 forward to month M, resulting in a single Cd sequence equal the sum of the two. Should the User select this option, specific notice must be provided along with the proposed monthly schedule of LNG deliveries and the User automatically waives the right to exchange, during month M, the Cd or fractions of Cd relating to the Cd for month M+1 that has been moved forward to month M. Where the User decides not to avail of that option, the two Cd sequences shall remain in their respective months;
- 9) the maximum volume of LNG (Q_{max}), expressed in m^3_{liq} , which the user can deliver within each Cd date sequence, is represented by:

$$Q_{max} = X \cdot 17,500^*$$

where X is the whole number or fraction of Cd that make up the Cd sequence;

- 10) the quantity of LNG (Q), expressed in m^3_{liq} , that the User delivers for each date sequence associated with the Cd is calculated as the sum of the volume V, expressed in m^3_{liq} , which the User intends to unload during each unloading slot;
- 11) the volume V, expressed in m^3_{liq} , which the User intends to unload during each unloading slot may not be greater than the "technical" volume of the LNG carriers authorized by the Terminal, as reported in the *LNG carrier List* which is published and regularly updated on the GNL Italia website. Where the volume of LNG indicated is greater than the "technical" volume of the Carrier, the "technical" volume of the Carrier shall be considered for the purpose of the request;

* With regard to thermal years 2009-2010 and 2010-2011, the value of **17,500** should be replaced with **12,000**

** With regard to thermal years 2009-2010 and 2010-2011, the value of **35,000 m^3_{liq}** should be replaced with **30,000 m^3_{liq}**

*** With regard to thermal years 2009-2010 and 2010-2011, the value of **17,500 m^3_{liq}/g** should be replaced with **12,000 m^3_{liq}/g**

- 12) for each Cd sequence, the following condition shall apply: $Q \leq Q_{max}$;
- 13) the total volume of LNG in the tanks at the beginning of each Cd sequence of a given month is usually set at $35,000 \text{ m}^3_{liq}$ **. This obligation does not exist in case GNL Italia makes available the LNG temporary storage service for the Peak Shaving Service;
- 14) the total volume of LNG in the tanks during a given Gas Day must be between $10,000 \text{ m}^3_{liq}$ (lower limit) and $90,000 \text{ m}^3_{liq}$ (upper limit);
- 15) the total volume of LNG in the tanks at the end of each Cd sequence for a given month may not exceed $35,000 \text{ m}^3_{liq}$ **. This obligation does not exist in case GNL Italia makes available the LNG temporary storage service for the Peak Shaving Service;
- 16) daily production may not exceed $17,500 \text{ m}^3_{liq}/g$ *** and shall be considered equal to 0 when the tanks reach a level corresponding to a LNG volume of $10,000 \text{ m}^3_{liq}$;
- 17) the volume of LNG unloaded at each unloading shall be deemed fully delivered on the Gas Day corresponding to the Scheduled Arrival Date.

1.3) Monthly scheduling of capacity allocated but not scheduled in month M-2

Within 5 working days of the start of each month M, the Operator shall notify (by fax) the User to whom capacity has been allocated but which has not been used in month M based on the Monthly Schedule of LNG Deliveries defined in month M-2, of the Cd dates based on the plant maintenance days referred to in the chapter entitled "Scheduling and management of maintenance activities" so that the User can send GNL Italia, within 4 working days of the beginning of month M, the proposed monthly schedule of LNG deliveries based on the capacity allocated in accordance with this paragraph and the corresponding Cd dates in compliance with the LNG Delivery Scheduling Constraints referred to in paragraph 1.2 above.

Where the User to whom the capacity referred to in this paragraph has been allocated, has already submitted a proposed monthly schedule of LNG deliveries in the manner prescribed in paragraph 1.1 above, that User has the right to submit a new proposed monthly schedule of LNG deliveries within 4 working days of the start of month M, which should be prepared based on:

- a)
 - the regasification capacity allocation at the beginning of the Thermal Year;
 - the process for defining the allocated regasification capacity;
 - the allocation of regasification capacity for the Thermal Year already commenced;
 - regasification capacity exchanges between Users;
 - regasification capacity exchanges with GNL Italia;
 - the regasification capacity allocated in accordance with this paragraph and the corresponding Cd dates;



- b)
- in respect of the LNG Delivery Scheduling Constraints pursuant to paragraph 1.2 above.

By the 3rd working day before the start of month M, GNL Italia shall notify the User concerned whether the proposed monthly schedule of LNG deliveries has been accepted or rejected. In case where GNL Italia makes available the LNG temporary storage service for the Peak Shaving Service, during the period when the service is provided, acceptance may involve moving a cargo delivery from month M to month M+1 on a new date established by GNL Italia.

The proposed monthly schedule of LNG deliveries submitted by the User shall not be accepted by GNL Italia unless it respects the provisions laid down in paragraphs a) and b) above. In the event that only parts of the proposed schedule comply with the provisions of paragraphs a) and b) above, only those parts shall be accepted by GNL Italia.

In the event that the proposed monthly schedule of LNG deliveries is not submitted by the 4th working day before the start of month M, or in the case of rejection of the same by the Operator, the proposed monthly schedule of LNG deliveries accepted by the Operator by the 5th working day before the start of the month M shall become the effective Monthly Schedule of LNG Deliveries. In the event that the proposed schedule is not submitted by the 5th working day before the start of month M or, in the case of rejection of the proposed monthly schedule of LNG deliveries, the Monthly Schedule of LNG Deliveries for that User will be deemed to contain no deliveries.

2) RESCHEDULING OF LNG DELIVERIES

2.1) Rescheduling of unloading slots

2.1.1) Purpose of rescheduling

A User may submit an unloading reschedule request up until the third calendar day before the Scheduled Arrival Date:

1. to reschedule - in month M - a Scheduled Arrival Date to another date in the same month M, and/or
2. to change the volume of LNG expected to be unloaded in month M, for values above 5%, and/or
3. to substitute the LNG carrier scheduled to unload in Month M with another Carrier, for values above 5%.

Once the unloading reschedule request submitted by the User has been accepted by the Operator, the Monthly Schedule of LNG Deliveries shall be reissued.

2.1.2) Rescheduling information provided by the Operator

In conjunction with the notification of acceptance of the proposed monthly schedule of LNG deliveries, sent by fax, GNL Italia shall provide each User with following information:

- the date sequences available for rescheduling in month M;

- the volume of LNG usually present in the tanks at the start and end dates of each sequence.

GNL Italia shall compile the above information based on:

- the Monthly Schedule of LNG Deliveries of other Users;
- the publication of spot unloading slots available under the terms and conditions provided in paragraph 8.2 of the chapter entitled "Allocation of regasification capacity";
- any plant maintenance days referred to in the chapter entitled "Scheduling and management of maintenance activities"

and in respect of the constraints set out in paragraph 8.2. of the chapter entitled "Allocation of regasification capacity".

GNL Italia shall update the aforementioned information and shall make it available to the Users on the calendar day following the occurrence of the following events:

- a) the deadline specified in paragraph 8.2 of the chapter entitled "Allocation of regasification capacity" for requesting the allocation of spot unloading slots with regard to:
 - the first five days of month M;
 - the days between the sixth and fifteenth day of month M;
 - the remainder of month M;
- b) acceptance by GNL Italia of a reschedule request for month M, in accordance with this paragraph, and/or non-compliance with the schedule;
- c) the allocation of spot unloading slots beyond the agreed terms;
- d) maintenance in addition to that provided for in the chapter entitled "Scheduling and management of maintenance activities".

GNL Italia shall update the aforementioned information based on the actual volume of LNG in the tanks on the date when they the information is made available.

2.1.3) Reschedule Requests

Unloading reschedule requests must be prepared on the basis of the information referred to in paragraph 2.1.2. and within the LNG Delivery Scheduling Constraints referred to in paragraph 1.2, excluding constraints 13) and 15).

The unloading reschedule request should be submitted by fax (on Saturdays and public holidays, requests must be sent by e-mail), using the forms available on the GNL Italia website and shall, under penalty of rejection of same, contain the following information:

- the Scheduled Arrival Date;
- the volume of LNG expected to be unloaded;
- the name of the LNG carrier expected to unload.



The reschedule request is irrevocable and may be submitted once the proposed monthly schedule of LNG deliveries has been accepted by the Operator up until the third calendar day before the Scheduled Arrival Date. Requests received after the aforementioned deadline shall not be considered for the purposes of rescheduling.

2.1.4) Acceptance of unloading reschedule requests

If the unloading reschedule request is sent to GNL Italia by 10:00 of each business day GNL Italia shall notify the User as to whether an unloading reschedule request has been accepted or rejected on the same calendar day the request is sent. In the event that the reschedule request is received by the Operator after the deadline of 10:00 of each business day or on Saturday or public holiday, GNL Italia notify the acceptance or non-acceptance of the request within the following calendar day of the request.

Where more than one unloading reschedule request is received on the same calendar day that individually do not meet the following requirements:

- the LNG Delivery Scheduling Constraints referred to in paragraph 1.2, excluding constraints 13) and 15);
- the information referred to in paragraph 2.1.2.

GNL Italia shall verify the possibility of joint acceptance of the same, where such requests collectively meet the Constraints and requirements described above.

Once the unloading reschedule request submitted by the User has been accepted by the Operator, the Monthly Schedule of LNG Deliveries shall be reissued.

Where several notices are received relating to:

- unloading reschedule requests;
- spot unloading allocation requests received after the deadline referred to in paragraph 9 of the chapter entitled "Allocation of regasification capacity";
- non-compliance with the schedule.

GNL Italia shall examine the first communication received and shall notify the User with regard to the acceptance or rejection of the request.

GNL Italia shall then proceed to examine the subsequent communication received and shall communicate acceptance or rejection to the Users involved.

2.2) Rescheduling of unloading slots from month M-1 to month M and from month M to month M-1

The User may submit a request to reschedule an unloading slot from month M-1 to month M or from month M to month M-1, up until the third calendar day before the Scheduled Arrival Date, to a Rescheduled Arrival Date:

- between the calendar day following acceptance of the proposed monthly schedule of LNG deliveries received in month M-1, and the last calendar day of the same month M-1, in the case of requests to reschedule unloading slots from month M -1 to month M;
- as scheduled in the Monthly Delivery Schedule in the case of rescheduling

unloading slots from month M to month M-1;

The unloading reschedule request must contain the following information:

- the Scheduled Arrival Date;
- the volume of LNG expected to be unloaded;
- the name of the LNG carrier expected to unload.

Subject to the provisions laid down in paragraphs 2.1.3 and 2.1.4, any requests to reschedule unloading slots from month M-1 to month M, or from month M to month M-1 which have been received before the Monthly Schedule of LNG Deliveries has been issued, shall be reviewed by GNL Italia in conjunction with the proposed monthly schedule of LNG deliveries. GNL Italia shall notify the User concerned of the acceptance or rejection of the unloading reschedule requests within the same notification deadline as that of the proposed monthly schedule of LNG deliveries.

Where several requests to reschedule unloading slots from month M-1 to month M or from month M to month M-1 are received in the same calendar day which individually do not meet:

- the LNG Delivery Scheduling Constraints referred to in paragraph 1.2, excluding constraints 13) and 15);
- the information referred to in paragraph 2.1.2.

GNL Italia shall verify the possibility of joint acceptance of the same, where such requests collectively meet the Constraints and requirements described above.

2.3) Terms and conditions applied for the rescheduling of unloading slots pursuant to paragraphs 2.1 and 2.2.

Upon acceptance of an unloading reschedule request referred to in paragraphs 2.1 and 2.2., GNL Italia shall apply the following fees and compensation.

Where the unloading reschedule request referred to in paragraphs 2.1 and 2.2 is received between the first calendar day following the definition of the Monthly Schedule of LNG Deliveries and the eighth calendar day before the Scheduled Arrival Date, the User shall be required to pay a flat compensation fee of € 5,000 in addition to the fees for the core regasification service with regard to the delivery in question.

Where the unloading reschedule request referred to in paragraphs 2.1 and 2.2 is received between the eighth and the third calendar day before the Scheduled Arrival Date, the User shall pay the Operator:

- a rescheduling fee C_{rp} equal to:

$$C_{rp} = T * \alpha * C_{qs} * Cd$$

where α is a coefficient equal to 0.7 - as defined by the Regulatory Authority under Resolution No. 178/05 - and the value of T varies according to the number of calendar days' notice provided by the reschedule request in relation to the Scheduled Arrival Date:



No. of calendar days' notice	Value of T
7	0.2
6	0.4
5	0.6
4	0.8
3	1

- a flat compensation fee of € 5,000

in addition to the fees for the core regasification service with regard to the delivery in question.

2.4) Exchange of Scheduled Arrival Dates

The exchange of Scheduled Arrival Dates means:

- the inversion of two Scheduled Arrival Dates between two LNG carriers belonging to the same User with different quantities of LNG to be unloaded with a variance of less than 5%;
- the inversion of two Scheduled Arrival Dates between two LNG carriers belonging to different Users with different quantities of LNG to be unloaded with a variance of less than 5%.

The Scheduled Arrival Date exchange request must be submitted by fax by the User or Users involved (on Saturdays and public holidays, requests must be sent by e-mail), using the forms available on the GNL Italia website and shall, under penalty of rejection of same, contain the following information:

- the Scheduled Arrival Dates to be exchanged;
- the names of the LNG carriers involved.

The Scheduled Arrival Date exchange request is irrevocable and may be submitted once the proposed monthly schedule of LNG deliveries has been accepted by the Operator, until the second calendar day before the Scheduled Arrival Date.

The Scheduled Arrival Date exchange request is considered to be accepted if the User does not receive any communication from the GNL Italia (by fax) by the end of the calendar day following the day on which the request was sent.

Exchanges of Scheduled Arrival Dates shall not be accepted under any circumstances if:

- requests are received after the deadline indicated and/or contain conflicting information and/or are incomplete;
- requests have not been received from all Users that are party to the exchange;

No extra charge shall be paid by the User upon acceptance of the request.

Once the Scheduled Arrival Date exchange request submitted by the User has been

accepted by the Operator, the Monthly Schedule of LNG Deliveries of the User(s) involved shall be reissued.

2.5) Change of Carrier

Change of Carrier means the substitution of an LNG carrier scheduled to unload according to the Monthly Schedule of LNG Deliveries, with another Carrier with different quantities of LNG to be unloaded with a variance of less than 5%.

The LNG carrier change request should be submitted by fax (on Saturdays and public holidays, requests must be sent by e-mail), using the forms available on the GNL Italia website and shall, under penalty of rejection of same, contain the names of the LNG carriers involved.

The LNG carrier change request may be submitted once the proposed monthly schedule of LNG deliveries has been accepted by the Operator, up until the second calendar day before the Scheduled Arrival Date. Requests received after the aforementioned deadline shall not be considered for the purposes of changing Carriers.

The LNG carrier change request is considered to be accepted if the User has not received any communication from the GNL Italia (by fax) by the end of the calendar day following the day on which the request was sent.

No extra charge shall be paid by the User upon acceptance of the request.

Once the LNG carrier change request submitted by the User has been accepted by the Operator, the Monthly Schedule of LNG Deliveries shall be reissued.

3) RESCHEDULING OF REGASIFICATION ACTIVITIES

3.1) Monthly Redelivery Schedule

The Monthly Redelivery Schedule contains daily details of the following information:

- the total volume of natural gas expected to be redelivered;
- the volume of natural gas expected to be redelivered to each User.

The Monthly Redelivery Schedule is prepared according to the criteria set out in paragraph 3.4 below.

The Operator shall notify each User (by fax) of the Monthly Redelivery Schedule by the end of the working day following acceptance of the proposed monthly schedule of LNG deliveries.

The Monthly Redelivery Schedule is binding on the User.

In case where the User decides to make use of the provision of Art. 10bis.6 of AEEG Resolution 297/2012/R/gas i.e. to share with one or more transport users its regasified quantities, the Monthly Redelivery Schedule will take account of the sharing rule notified by the User.

The regasified quantities resulting from the sharing rule will be communicated to the User who will then forward the information to the transport users who are sharing its regasified quantities.

The above mentioned quantities will be taken into account by GNL Italia for the nomination of the related transport capacity.

3.2) Update of the Monthly Redelivery Schedule

The Terminal Operator may update the Monthly Redelivery Schedule in the following circumstances:

- acceptance of requests to reschedule unloading slots;
- acceptance of requests to deviate from the schedule;
- differences between the volumes of LNG expected as per the Monthly Schedule of LNG Deliveries and the LNG volumes actually delivered;
- allocation of spot unloading slots;
- reduction in regasification capacity;
- any operational needs because of the availability of the LNG temporary storage service for the Peak Shaving Service.

The Updated Monthly Redelivery Schedule contains daily details of the following:

- the total volume of natural gas expected to be redelivered;
- the volume of natural gas expected to be redelivered to each User.

The Updated Monthly Redelivery Schedule is prepared according to the criteria set out in paragraph 3.4 below.

The Operator shall notify each User of the Updated Schedule within the same calendar day on which it is prepared.

In the event that the Update is necessary as a result of an unloading reschedule request received from User within the deadline referred to in paragraph 2.1.1 and in the manner set out in paragraph 2.1.4, the Operator will communicate to each User the Update of the Monthly Redelivery Schedule by 16:00 of the same calendar day when it was issued.

In case where the User decides to use the provision of Art. 10bis.6 of AEEG Resolution 297/2012/R/gas i.e. is to share with one or more transport users its regasified quantities, the update of the Monthly Redelivery Schedule will take account of the sharing rule notified by the User.

The regasified quantities resulting from the sharing rule will be communicated to the User who will then forward it to transport users who are sharing its regasified quantities.

The above quantities will be used by GNL Italia to fulfil obligations relating to the nomination of transport capacity.

Notices shall be sent by fax (on Saturdays and public holidays, notices shall be sent by e-mail).

The Updated Monthly Redelivery Schedule is binding on the User.

It may also be necessary to update the Monthly Redelivery Schedule - limited to the days of the month following the acceptance of the proposed monthly schedule of LNG deliveries - depending on the scheduled unloading slots contained in the Monthly Schedule of LNG Deliveries for the following month.

On each Day g for the next day, the Terminal shall make available to Users the daily volume of the last update of the Monthly Redelivery Schedule. This volume is equal to the volume communicated to Snam Rete Gas in the scheduling of the transport capacity.

3.3) Monthly Redelivery Final Balance

Based on:

- definitive data with regard to the total volume regasified by the Terminal;
- actual deliveries of LNG from Users in month M .

GNL Italia shall notify each User (by fax) by the 2nd working day of month $M+1$ of the Monthly Redelivery Final Balance containing the following information:

- the overall volume of regasified LNG;
- the volume of natural gas redelivered to each User;
- any deviations, for each Day g , between the Monthly Redelivery Final Balance and the last update of the Monthly Redelivery Schedule.

The Monthly Redelivery Final Balance is prepared according to the criteria set out in paragraph 3.4 below.

The Monthly Redelivery Final Balance is binding on the User.

By the 2nd working day of month $M+1$, the Terminal shall make available to each User the daily volumes for each Day g of the preceding month calculated as the difference between each daily value of the Monthly Redelivery Final Balance and the corresponding updated daily value of the Monthly Redelivery Schedule.

This volume is equal to the volume notified to Snam Rete Gas for the calculation of the relevant network balance equations referred to in Chapter 9 of the Network Code. GNL Italia will communicate to its Users the difference between any daily data of the Monthly Redelivery Final Balance and the related update data of the Monthly Redelivery Schedule.

3.4) Criteria for the definition of the Monthly Redelivery Schedule and the Monthly Redelivery Final Balance

The Monthly Redelivery Schedule - including subsequent amendments - and the Monthly Redelivery Final Balance are defined by the Operator in accordance with the following criteria:

- it must contain daily details and is expressed in energy terms;
- its objective is to regasify the LNG volumes expected to be unloaded;
- it takes into account the LNG storage tanks at the beginning of the month and to the minimum LNG level required to be maintained in the tanks at the end of the month by regulating the production of the Terminal in order to free up space in the tanks for subsequent unloading slots;
- The total volume of LNG regasified in a day is allocated to the Users, i.e. the sum of the volumes allocated to individual Users equals the total regasified volume.

The daily volumes with reference to Monthly Redelivery Schedule, subsequent updates to the Monthly Redelivery Schedule and the Monthly Redelivery Final Balance are determined in two phases.

In the first phase, the volumes in proportion to LNG availability are determined in accordance with the procedures described in the below paragraph entitled "Availability management algorithm".

In the second phase, the Terminal Operator, on the basis of the quantities determined as described above, shall calculate the energy that is the responsibility of each User, for each Day g of month M , by applying the procedures described in the below paragraph entitled "Algorithm for managing allocation uniformity".

Availability management algorithm

In order to determine the availability management algorithm, it is necessary to define the meaning of actual availability and estimated availability.

Actual availability

Actual LNG availability, expressed in GJ, for User k on Day g (ED_g^k) is calculated according to the number of deliveries made and the volumes regasified.

It is determined using the following formula:

$$ED_g^k = ES_g^k + ECN_g^k$$

where:

ES_g^k = the volume of LNG stored in the tanks for User k at 06.00 on Day g , compared to the volumes delivered and regasified on Day $g-1$;

ECN_g^k = the net volume of LNG delivered to User k on Day g . This is the value of the LNG volumes unloaded in Day g , net of consumption and losses, and is represented as:

$$ECN_g^k = c \cdot EC_g^k$$

EC_g^k = the volume of LNG delivered to User k on Day g . Where the unloading operations are carried out in two consecutive months, the volume EC_g^k shall correspond to the volumes unloaded during each individual month;

c = a multiplying factor, approved by the Regulatory Authority, covering consumption and losses incurred by the regasification process at the Panigaglia Terminal;

k = the User - holder of a continuous regasification agreement - that avails of the regasification service provided by the Terminal.

Therefore, the total actual LNG availability, expressed in GJ, for Day g (ED_g^T) calculated according to the deliveries made by the total number of Users j and the volumes regasified:

$$ED_g^T = \sum_{k=1}^j ED_g^k$$

were:

j = the number of Terminal Users that have signed a continuous regasification agreement.

Estimated availability

Estimated LNG availability, expressed in GJ, for User k on a given day g of month M ($ED_g'^k$), and the total estimated LNG availability, expressed in GJ, for the total number of Users on a given day g of month M ($ED_g'^T$), is calculated according to the available balances, the update of the unloading estimates - for User k and for the total number of Users j - and the regasification estimates for the Terminal.

Availability management algorithm

The volumes, expressed in GJ, scheduled for regasification on Day g for User k with a continuous regasification agreement (EP_g^k), are calculated using the following formula:

$$EP_g^k = EP_g^T \cdot \frac{ED_g'^k}{ED_g'^T}$$

where:

EP_g^T = the total scheduled volume to be regasified on Day g , minus the energy volume allocated to spot unloading slots during month M ;

$ED_g'^k$ = the estimated LNG availability for User k ;

$ED_g'^T$ = the total estimated availability for all Users

The volumes, expressed in GJ, regasified on Day g for User k (ER_g^k), determined at the beginning of month $M+1$, are calculated as follows:

$$ER_g^k = ER_g^T \cdot \frac{ED_g^k}{ED_g^T}$$

Where:

ER_g^T = total volume regasified on Day g , minus the energy volume allocated to spot unloading slots during month M ;

ED_g^k = the actual LNG availability for User k on Day g ;

ED_g^T = the total actual availability for all Users on Day g .

The allocation methods described above may include values that are too small for ER_g^k or reaching 0 for ED_g^k ; for this reason, if ED_g^k reaches a value of 1,000 GJ, the volumes allocated for regasification by User k , ER_g^k shall be equal to ED_g^k .

Algorithm for managing allocation uniformity

This algorithm allows a first instance calculation of the allocated volumes, expressed in GJ, scheduled on Day g for each User (EP_g^k) and made available by the Operator at the Redelivery Point during month M . The algorithm takes into account the relevant User's share of the quantities due to GNL Italia to Snam Rete Gas to cover the consumption related to the transportation service.

Such volumes are calculated as follows:

$$EP_g^k = \frac{\sum_{g=1}^m EP_g^k}{\sum_{g=1}^m EP_g^T} * EP_g^T * (1 - \gamma_{FUEL})$$

where:

$\sum_{g=1}^m EP_g^k$ = the energy scheduled for User k in month M ;

$\sum_{g=1}^m EP_g^T$ = the energy scheduled for the total number of Users in month M ;

EP_g^T = the total volume scheduled for regasification by the Operator on Day g ;

γ_{FUEL} = represents the share to cover the consumption related to the Transportation service, approved by the Authority for the Panigaglia Entry Point.

Then, based on:

- definitive data relating to the total volume regasified by the Terminal;
- the actual deliveries made by GNL to Users in month M;

the algorithm determines the daily volumes, expressed in GJ, actually allocated to each User (Er_g^k) and made available by the Operator at the Redelivery Point at the end of month M.

These volumes are calculated as follows:

$$Er_g^k = \frac{\sum_{g=1}^m ER_g^k}{\sum_{g=1}^m ER_g^T} * ER_g^T * (1 - \gamma_{FUEL})$$

where:

$\sum_{g=1}^m ER_g^k$ = the energy regasified for User k in month M;

$\sum_{g=1}^m ER_g^T$ = the energy regasified for the total number of Users in month M;

ER_g^T = the total energy regasified on Day g ;

γ_{FUEL} = represents the share to cover the consumption related to the Transportation service, approved by the Authority for the Panigaglia Entry Point.

The application of the algorithm for managing allocation uniformity involves the redelivery to Users during the same month, of quantities of LNG that exceed the respective daily reserves. When definitive allocation data is available, GNL Italia shall provide each User with the relevant information with regard to the exchange of gas and its counterparts. The Users authorize GNL Italia to transmit this information to their counterparts.

During the Peak Shaving Service quantities redelivery to the terminal Users are net of the quantities injected in the network for the Peak Shaving Service.

3.5) Scheduling of regasification for the spot regasification service

With regard to spot unloading slots for the first two weeks of month M the Operator shall publish on its website the indicative regasified volume allocation profile for each spot unloading slot available, including a minimum number of at least 20 redelivery days, starting from the first calendar day following the mooring of the Carrier: this number shall in any case depend on the requirement to guarantee positive inventory in the tanks for other Users and shall take into account any maintenance activities at the facility.

With regard to spot unloading slots for the remainder of month M, the Operator shall publish on its website the indicative regasified volume allocation profile, including a minimum number of at least 10 redelivery days, starting from the first day following the

mooring of the Carrier: this number shall in any case depend on the requirement to guarantee positive inventory in the tanks for other Users and shall take into account any maintenance activities at the facility.

Any volumes of LNG remaining at the end of the month in relation to spot unloading slots shall be redelivered in the following month in accordance with the criteria set out in paragraph 3.4 above.

The User holder of a spot cargo must communicate within the 3rd business day before the scheduled date for the unload of the spot cargo the sharing rule of its regasified volume between transport users, in the case where the User decides to use the provision of Art. 10bis.6 of AEEG Resolution 297/2012/R/gas that is to share on one or more transport users its regasified quantities. The User shall communicate to GNL Italia the sharing rule chosen from those published by GNL Italia on its website.

Updates to the indicative regasified volume allocation profile, due to events such as:

- acceptance of requests to reschedule unloading slots;
- acceptance of notices relating to deviation from the schedule;
- differences between the volumes of LNG expected to be unloaded as per the Monthly Schedule of LNG Deliveries and the LNG volumes actually delivered;
- allocation of spot unloading slots;
- reduction in regasification capacity

shall be notified:

- within the same day for events accepted on working days;
- by the next working day, for events accepted on public holidays

by means of publication on the Operator's website in cases where the unloading slot has not been allocated.

The Operator shall notify the User to whom the spot unloading slot has been allocated of the update to the indicative regasified volume redelivery profile as a result of the events described above, within the same calendar day on which it is prepared.

Notices shall be sent by fax (on Saturdays and public holidays, notices shall be sent by e-mail).

The updated indicative regasified volume redelivery profile is binding on the User.

During the Peak Shaving Service quantities redelivery to the terminal Users are net of the quantities injected in the network for the Peak Shaving Service.

3.6) Scheduling of regasification for the LNG temporary storage for the Peak Shaving Service referred to Ministerial Decree 18 October 2013

In relation to the unloading related to the LNG temporary storage for the Peak Shaving Service referred to Ministerial decree 18 October 2013 the redelivery of the regasified volume will be performed by the Operator in accordance with an indicative allocation



profile that provide the redelivery at PSV of the unload quantities net of consumption and losses of regasification chain and any gas quantities redelivered before April.

4) REDUCTION IN REGASIFICATION CAPACITY

Without prejudice to the responsibilities and obligations provided for herein, if for any reason beyond the control of the Operator, including ordinary and extraordinary maintenance, there should be a reduction in the regasification capacity of the Terminal, the daily volume of gas made available by the Operator at the Redelivery Point shall be reduced in proportion to the reduction in the Terminal's capacity.

Without prejudice to the responsibilities and obligations provided for herein, in the event of a reduction in the capacity of the Terminal, the Parties shall provide for the rescheduling of unloading slots on a non-discriminatory basis, as applicable.

Should such an event occur, the Operator shall immediately notify the Users of same, providing appropriate information on the event, its cause and the effective reduction in capacity of the Terminal. Where the aforementioned reduction in capacity is the result of ordinary or extraordinary scheduled maintenance, the Operator shall notify the Users (by fax) at the earliest possible moment.

5) SCHEDULING OF THE TRANSPORT CAPACITY

Due to the allocation of transport capacity to GNL Italia, for the provision of the Regasification Service, GNL Italia becomes, based on the information received from its Users, responsible for the transport contract's fulfilments, including the scheduling of the quantities owned of its Users, injected at the Panigaglia Entry Point. In order to meet the above mentioned fulfilments, GNL Italia, based on the information received from its Users - including the sharing rule chosen in the case where the User decides to use the provision of Art. 10bis.6 of AEEG Resolution 297/2012/R/gas - perform scheduling procedure provided by the Network Code at the Panigaglia Entry Point, on the basis of information related to the distribution capacity process referred to in paragraph 4.1 of chapter 5 and the Redelivery Schedule referred to in paragraph 3 of Chapter 9.

The schedule provided to Snam Rete Gas have the details of the Users or of the transport users indicated by Users under Article 10bis.6 of Resolution 167/05, as amended by Resolution 297/2012/R/gas.