1. **Form of Access Request for all Capacity Agreements other than for any Foundation Capacity Agreement**
2. [LETTERHEAD OF THE APPLICANT]

[Place], [*date*]

To:

Terminale GNL Adriatico S.r.l. (“Operating Company”)

Via Santa Radegonda, 8

20121 Milan

Italy

For the attention of Capacity Subscription Coordinator

Sirs,

1. ACCESS REQUEST FOR [*AVAILABLE/SPOT*][[1]](#footnote-1) CAPACITY
2. We refer to the Regasification Code implemented by the Operating Company and approved by the ARERA on 12 May 2011, by resolution Arg/Gas n° 57/11 and following amendments, providing the conditions for access to the offshore regasification terminal owned by the Operating Company, located approximately 17 km offshore Porto Levante, Italy (the “**Regasification Code**”).
3. The Operating Company, pursuant to clause II.2.3 of chapter II of the Regasification Code, has published on its Electronic Communication System: [*i) the Available Capacity; and ii) the number and the schedule, if known, of available Unloading Slots in each Month*;] [i) *the Available Capacity; and ii) the number and the schedule, if known, of the available Unloading Slots in each Month* *grouped into products*;] [i) *the Available Capacity and the Incremental Capacity*; and ii) *the number and the schedule, if known*, *of the Unloading Slots available in each Month grouped into products*] [*i) the Spot Capacity that is available for subscription, including the commencement date and duration of the Unloading Slot if available, the Scheduled Arrival Range, the Spot Redelivery Period, and the maximum volume of LNG that can be Unloaded during such Unloading Slot; and ii) the due date and time for submission of Access Requests for such Spot Capacity.*][[2]](#footnote-2)
4. [*Applicant*] (the “**Applicant**”)[[3]](#footnote-3), hereby, requests from the Operating Company access to the Service: (i) starting from the date; (ii) for the quantities; and (iii) on the terms and conditions provided in the attached [*Non-Foundation*/*Spot*] Capacity Agreement.
   * + 1. With reference to clause 2.4.6 of chapter II of the Regasification Code, and in addition to the information contained in the attached [*Non-Foundation/Spot*] Capacity Agreement, [*Applicant*] hereby states (*dichiara*) that:

(a) the loading port(s) of the LNG that will be transported to the Delivery Point is(are) [*insert name of loading port(s*)];

(b) the LNG Tanker(s) that will be used to transport the LNG to the Delivery Point has(have) the following technical specifications: [i*nsert technical specifications, including tonnage, gross loading capacity and length*];

(c) the Representations set forth in clause 2.4.1 of chapter III of the Regasification Code are and will be true and accurate with respect to [*Applicant*], from the date of submission of this Access Request until the date the attached [*Non-Foundation*/*Spot*] Capacity Agreement is entered into, or this Access Request is rejected, as the case may be;

(d) [*in the case of acceptance of this Access Request, it will timely act to be enabled to operate at the Virtual Exchange Point and will duly execute, and timely provide the Operating Company with, the documentation required by Snam Rete Gas, in order for the Operating Company to be authorised to operate at the Virtual Exchange Point by making requests for transactions which imply the automatic acceptance by the Users*] [*it is already enabled to operate at the Virtual Exchange Point and, in the case of acceptance of this Access Request, it will duly execute, and timely provide the Operating Company with, the documentation required by Snam Rete Gas in order for the Operating Company to be authorised to operate at the Virtual Exchange Point by making requests for transactions which imply the automatic acceptance by the Users*][[4]](#footnote-4);

(e) it satisfies and will maintain the Access Conditions provided in clause 2.4.5 of chapter II of the Regasification Code from the date of submission of this Access Request until the date the attached [*Non-Foundation*/*Spot*] Capacity Agreement is entered into;

(f) [If applicable: The Users or Users of the Transportation System in favour of whom to divide the relevant Gas quantities will be: [Complete]]

1. This Access Request is irrevocable, pursuant to article 1329 of the Italian civil code, until [*insert date determined in accordance with* clause*s 2.4.2 (a)(iv)b), 2.4.2 (b) of chapter II of the Regasification Code, as the case may be*].

In accordance with clauses 2.4.5 (b) of chapter II, as the case may be[[5]](#footnote-5), and clause 2.4.6 of chapter II, of the Regasification Code, together with this Access Request and for the purpose of entering into the attached [*Non-Foundation*/*Spot*] Capacity Agreement, the Applicant submits the following documentation:

[*index of documentation attached to the Access Request pursuant and subject to* clause*s 2.4.5 (a), 2.4.5 (b) of chapter II, as the case may be, and* clause *2.4.6 of chapter II, of the Regasification Code*]

* 1. If you accept this Access Request, please send us a copy of the attached Capacity Agreement signed for acceptance.
  2. [*Applicant*]
  3. By[[6]](#footnote-6): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  4. Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Delete as appropriate. [↑](#footnote-ref-1)
2. Delete as appropriate. [↑](#footnote-ref-2)
3. It is understood that, if this Access Request is accepted by the Operating Company without modifications, the Applicant, as a consequence, shall become a User. Therefore, reference to the Applicant in this Access Request corresponds to a reference to the User in the attached Capacity Agreement. [↑](#footnote-ref-3)
4. Delete as appropriate. [↑](#footnote-ref-4)
5. Depending upon the Applicant being a company incorporated under the laws of Italy or not, article 2.4.5 (b) of chapter II of the Regasification Code, shall apply. [↑](#footnote-ref-5)
6. To be signed by the same person signing the attached Capacity Agreement [↑](#footnote-ref-6)