

**STANDARD
LIQUEFIED NATURAL GAS
(LNG)
FACILITY USAGE
AGREEMENT**

UNOFFICIAL TRANSLATION

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UNOFFICIAL TRANSLATION

Agreement Number:

In Athens, Greece, on day of the year between the following Contracting Parties, namely:

a) The société anonyme, under the trade name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SOCIETE ANONYME”, with the distinctive title “DESFA S.A.”, within the scope of its authority with regards to the administration of the Natural Gas Transmission System (NGTS), in accordance with the provisions of article 7 of the Law 3428/2005 (Government Gazette A' 313/27.12.2005, hereinafter referred to as the Law), having its registered office at, A.F.M.D.O.Y. and is duly represented herein by....., by virtue of the minutes numberissued by its Board of Directors, from now on referred to as the “Operator” and

b) the company under the trade name “.....” with the distinctive title “.....”, having its registered office at, A.F.M..... D.O.Y. FABE of ATHENS and is duly represented herein by., by virtue of....., resident of , street number....., holder of the identification card number....., issued by....., with A.F.M.: D.O.Y....., / of, from now one referred to as the “LNG User”,

and, considering that the LNG User is registered with the NGTS Users’ Register, as per the provisions of article 13 of the Law, under the particulars, while there is concurrent satisfaction of the preconditions provisioned in par. 1 of article 71 of the NGTS Network Code (from now on the Network Code),

Now it is hereby stipulated and mutually agreed as follows:

Article 1. Scope

1. The scope of the Standard Liquefied Natural Gas (LNG) Facility Usage Agreement (hereinafter the “Agreement”) is the provision from the Operator to the User of the Basic LNG Service, as described in article 66, Chapter 11 of the Network Code.
2. Condition for the execution of the Agreement is the submission by the prospect LNG User of the application, hereinafter the “Application Form for the Basic LNG Service Provision”, (Annex 1) contained herein, as well as the acceptance of the Basic LNG Service Provision Application, as per the provisions contained in Annex “Acceptance of the Application Form for the Basic LNG Service” (Annex 2) contained herein.
3. The provisions of the Network Code, Annex 2 “Acceptance of the Application Form for the Basic LNG Service” and Annex 3 “Bank Letter of Guarantee” are considered integral and inseparable parts of the present Agreement.
4. The definitions used in the present Agreement are the ones provided by the Law or the Network Code.

Article 2. Contractual Term

Under the reservation of the provisions of article 10 of the present and of paragraph 3, article 105 of the Network Code, the Term of the Agreement commences on (Starting Date) and expires on (Expiration Date), as per the provisions of par. 2, article 71 of the Network Code.

Article 3. Contracting Parties' Obligations

1. The Operator is responsible to provide the Basic LNG Service to the User, according to the terms of the Agreement and the Network Code, in the most cost effective, transparent and direct mode, without any discrimination between the LNG User and any other LNG Users of the same category.
2. The LNG User is responsible to supply LNG to the LNG Facility that satisfies the Natural Gas Quality Specifications provisioned in the Network Code and the applicable legislation, while is further responsible to duly settle the charges arising as per the provisions of the Agreement, the Network Code and the legislation issued under Law. The LNG User is responsible to provide LNG to the Operator and the Operator is responsible to retain it free from any material lien and any tax, duty, stamp duty or other rights payable to the State or third parties, including any other expenses related to the production, collection, processing and supply thereof, arising during or prior to its delivery, as well as during its gasification or transmission through the NGTS.
3. During the performance of the present Agreement, as per the above, the Operator acquires the exclusive possession rights of the LNG, while he does not acquire in any case ownership rights over the LNG, as per the special provisions of the Network Code.
4. It is expressly agreed that for the purposes of the Agreement the Booked LNG Re-gasification Capacity of the LNG User is the one defined in Annex 2.
5. It is expressly agreed that the terms for the provision of the Basic LNG Service are subject to amendment upon satisfaction of the preconditions provisioned in paragraph 10 of article 67, paragraph 5 of article 87 and case B) of paragraph 5 of article 88 of the Network Code, under the terms and the procedure detailed in such provisions.
6. It is expressly agreed that any issue not regulated by the present Agreement shall be governed by the provisions of the Network Code and the applicable legislation in accordance with the Law.

Article 4. Invoicing and Payments

1. The LNG User is responsible to pay the Operator, on a monthly basis, remuneration (hereinafter Fee) for the provision by the latter of the services agreed in the present Agreement. The said Fee is calculated and invoiced in accordance with the provisions of the Network Code, the NGTS Usage Invoice and the applicable provisions issued in accordance with the Law. It is expressly agreed that the LNG User shall bear the payment of any tax attributable to the aforementioned Fee and any other duty or expense that may be attributed to him in accordance with the applicable legislation. The Operator is responsible to pay to the LNG User, on a monthly basis, the amount of charges that arise to his benefit, in accordance with the provisions of the Network Code, the NGTS Usage Invoice and the applicable provisions issued in accordance with the Law.
2. The LNG User acknowledges that the Fee to the Operator is reasonable and fair, proportional to the consideration, and not subject to limitations, conditions, discussions and reservations, offsetting or any deduction, under the reservation of any eventual contrary provisions contained in the applicable legislation.
3. The LNG User shall be invoiced on a monthly basis. The relevant settlement shall be performed in accordance with the provisions of the NGTS Usage Invoice, and in any case upon Agreement expiration. The invoice related to each calendar month shall be issued and forwarded to the Operator, at the latest, by the fifteenth (15th) calendar day of the directly next calendar month. It is expressly agreed that the Contracting Parties are responsible to settle any financial obligations between them, as these are defined in each monthly invoice, by the twenty-fifth (25th) calendar day of the month during which the invoice was issued (Due Date).
4. The Invoice shall state in detail and with regards to the month to which it refers:
 - a) The Fee to the Operator due by the User, as follows:
 - (i) Each Charge separately, due in accordance with the provisions of the present Agreement.

(ii) Any other due payment of the LNG User emanating from the present Agreement, as per the provisions contained and in accordance with the applicable law.

(iii) The amount of all taxes, duties or other expenses that may be attributable to the LNG User, in accordance with the provisions and the applicable legislation.

(iv) The total amount payable by the LNG User.

b) The credits due by the Operator to the User, as per the following:

(i) Credits arising from the present Agreement, as per the provisions contained and in accordance with the applicable law.

(ii) Any other amount due by the Operator to the LNG User that arises from the present Agreement, as per the provisions contained and in accordance with the applicable law.

(iii) Any eventual taxes, duties or other expenses that may be attributable to the Operator, in accordance with the provisions and the applicable legislation..

(iv) The total amount payable by the Operator.

5. In the event that, the LNG User does not pay the amount due by the Due Day, the said amount is declared in default and directly claimable and the Operator shall request in writing from the LNG User to settle the amount due within (five) 5 days. In case that, the LNG User does not settle the amount due within the deadline defined above:

a) The LNG User is responsible to pay, additionally to the amount due, any default interest accrued from the Due Day, increased by the eventual default rate defined by the Bank of Greece, for the entire period, up to the full settlement of the relevant amount.

b) The Operator is relieved from the obligation to provide the Basic LNG Service agreed herein and has the right to stop such service provision, without any further notification to the LNG User and without any obligation to pay any remuneration related to the cessation of service provision on the above grounds.

c) The Operator reserves the right to terminate the Agreement on serious grounds, as per article 10 to the present Agreement, and

d) There is enforcement of all consequences provisioned by the applicable legislation.

6. It is expressly agreed that, in case that the LNG User questions the amount of the charges defined in paragraph 4 case (a) or the credits stated in paragraph 4 case (b), the said amounts shall be deemed payable regardless of the eventual reference of the dispute to amicable, arbitrary or judicial settlement, in accordance with the provisions of article 12. The eventual non-due or non-creditable amount attributed shall be redeemed bearing interest, as per the applicable default interest rate, defined at the time by the Bank of Greece.

Article 5. Measurements and Tests

Any issue related to the procedure and the method of measurement of the quality and quantity of LNG delivered or stored at the LNG Facility, or with regards to the access to the measurement devices provided to the LNG User and with regards to the settlement of disputes between the Contracting Parties related to the measurements, shall be governed by the provisions of the Network Code and of the NGTS Metering Regulation.

Article 6. Contracting Parties' Responsibility

1. Under the reservation of any special provisions contained in the Network Code and in paragraph 3 to the present article, the Contracting Parties are exclusively responsible to remunerate any direct damages to property arising from the performance of the present Agreement, without any right to claim remuneration for any additional damages.

In particular, the Operator is responsible to restore any direct damages to property caused in execution of his obligations, in the framework of the present agreement, such damages being related to

a) LNG losses caused by his liability, with the exception of the cases provisioned in article 80 of the Network Code.

b) damages that may be caused to the User due to the non fulfillment or negligent fulfillment of obligations, to the following cases:

i) during receiving LNG from the User at the LNG Facility (brackets for vessel attachment to the terminal station) and

ii) in case of damages to the vessel of the LNG User caused by acts and/or omissions of the Operator.

2. The LNG User is responsible to restore any direct damages and damages to assets caused in course of execution of his obligations, particularly with regards to: i) collision of the vessel at the facilities of the terminal station, ii) environmental pollution under his liability.

3. The Annual Remuneration is the amount that corresponds to 20% of the annual capacity charges that correspond to the Booked LNG Re-gasification Capacity of the LNG User, in accordance with the NGTS Usage Invoice. In case that the duration of the Agreement is less than twelve (12) months, the Annual Remuneration is defined to be the amount that corresponds to 20% of the capacity charges corresponding to the Booked LNG Re-gasification Capacity of the LNG User, during the validity period of the Agreement, calculated in complete calendar months, in accordance with the NGTS Usage Invoice.

4. Under the reservation of the case in which it is documented that the Contracting Parties and/or their affiliates acted in gross negligence or fraudulently, it is expressly agreed that the entire responsibility of the parties for the non-performance or negligent performance of their obligations resulting from the present, cannot exceed, on an annual basis, the amount of the Annual Remuneration and an amount corresponding to 8% of the Annual Remuneration for each harmful event.

5. In order for an LNG User to be able to substantiate a claim for remuneration from the Operator, as per the provisions of the previous paragraph, such User must submit to the Operator a request providing detailed information, particularly with regards to the following:

A) the Days that the actions of the Operator took place and caused damages

B) an analysis and documentation of the costs and expenses for which the User is entitled for a remuneration by the Operator.

C) any information necessary in order to document that the damages are attributable to Operator actions and were caused by the fraudulent or grossly negligent fulfillment of his obligations.

In order to document the above claim, the Operator is responsible to provide to the User, within a deadline not greater than thirty (30) days, since submission of a written request by the latter, with all necessary information available, which are deemed necessary in order for the LNG User to be able to substantiate his claim as per the present paragraph.

Article 7. Force Majeure

1. "Force Majeure" shall be deemed to be any unforeseen and extraordinary condition or event which is not subject to the effect and control of the Contracting Parties and could not have been avoided even if the parties had demonstrated extreme caution and diligence, as anticipated by a reasonable operator, such event leading to the inhibition of any of the Contracting Parties to fulfill his contractual obligations, as these arise from the Agreement. Indicatively, it is agreed the Force Majeure cases may be deemed the following: natural disasters, strikes, counter-strikes, Governmental Authority actions, war, revolts, riots, land subsidence, fires, floods, earthquakes, explosions, ruptures or accidents in any transmission facility or other facilities or equipment necessary for the provision of the Basic LNG Service, whose degree and extent renders the provisions of the said services impossible.
2. In particular, it is expressly agreed that Force Majeure shall not include the events and incidents that fall within the context of Emergency defined in article 63 of the Network Code. In these cases, there shall not be application of the provisions of the present article, but the ones contained specifically in article 63 of the Network Code.
3. In case of Force Majeure, the Parties are responsible to comply with the specific provisions of the Network Code.

Article 8. Letter of Guarantee

1. At the latest sixty (60) days since the signing of the Agreement and in any case prior to the Starting Date, as per article 2 to the present Agreement, the LNG User is responsible to provide the Operator with an irrevocable Due Payment and Good Performance Letter of Guarantee to his benefit (the LNG User) which shall ensure the satisfaction of his obligations as per the Agreement. In case of non submission of the Letter of Guarantee, the Operator shall address a written notification to the LNG User, defining an express date for its submission. In case such deadline lapses and no action is taken:
 - a) the Operator reserves the right not to sign the Agreement, notifying the LNG User in writing with regards to the rejection of his relevant application to enter an LNG Agreement, based on the above grounds, or
 - b) in case that the Agreement is already signed, then it is terminated ipso jure.
2. The Due Payment and Good Performance Letter of Guarantee shall be issued by a bank approved by the Operator and its content shall be in accordance with the sample attached hereto in Annex 3. The Letter of Guarantee shall be irrevocable, shall include waiver from any discussion rights and shall be forfeited by the Operator, upon initial request, without any reservation, and as per a written statement of the latter defining a breach on the LNG User's part of any of the contractual terms of the Agreement. The amount of the Letter of Guarantee equals 30% of the annual capacity charges corresponding to the Booked LNG Re-gasification Capacity of the LNG User, as calculated in the NGTS Usage Invoice, when the Agreement has a term greater than, or equal to (12) consecutive calendar months. When the term of the Agreement is less than twelve (12) calendar months the amount of the Letter of Guarantee shall equal 50% of the capacity charges that correspond to the Booked LNG Re-gasification Capacity of the LNG User, as calculated in the NGTS Usage Invoice.
3. In case of partial or total forfeiture of the Letter of Guarantee, the LNG User is responsible to issue directly and deliver to the Operator, at the latest within five (5) working days, a new Letter of Guarantee, so that the amount stated in the initial Letter of Guarantee is always covered.
3. The Operator, upon termination of the Agreement, in any way whatsoever, is responsible to return the Letter of Guarantee, under the condition that there are no grounds for its forfeiture.

Article 9. Substitution

Under the reservation of any eventual primary or secondary provisions, none of the Contracting Parties shall have the right to be substituted in his obligations and rights emanating from the Agreement, without the prior written consent of the other Contracting Party. The Contracting Party that desires to be substituted (the party to be substituted) by any third person, shall notify the relevant intention to the other Contracting Party, providing all necessary business and technical details related to such third party. Within a deadline of fifteen (15) days, the other Contracting Party, shall notify the party to be substituted in writing about the approval or rejection of the substitution proposed. Any eventual rejection of the substitution request or in case no action is taken within the deadline shall be construed as rejection of the substitution and shall provide termination grounds for both Contracting Parties, as per the provisions of paragraphs 3 and 4 of article 10 herein.

Article 10. Resolution –Termination Notice

1. The Agreement is resolved ipso jure and without further action:
 - a) upon lapse of the Expiration Date defined in article 2.
 - b) in the case defined in paragraph 8.1.(b).
 - c) in case that any of the Contracting Parties is wound-up, declared bankrupt, under liquidation, mandatory administration, payments cessation and in case of revocation of the establishment permit or of any other license, of any of the Contracting Parties, such license being a prerequisite for the legal performance of the operational activities of such party. The same shall apply in case of a Force Majeure event having duration greater than six (6) months, unless the Contracting Parties agree otherwise.
2. The Contracting Parties may mutually agree, at any time, the pre-term termination of their Agreement, with concurrent settlement of the eventual pending issues between them.
3. Under the reservation of the special provisions contained herein regarding the User, each Contracting Party may terminate the Agreement, prior to the Expiration Date, defined in article 2 of the Agreement, exclusively on serious grounds. Serious grounds for termination are deemed, in particular, the non-fulfillment or the inadequate fulfillment of the obligations emanating from the Agreement on the part of the counter-party of the terminating party.
4. The Contracting Party claiming the concurrence of serious grounds is responsible to address to the counter-party a written notification inviting him to proceed to the restoration of such grounds, within a deadline that may not be less than 10% of the time period remaining till the expiration of the Agreement, in accordance with article 2 of the present. In case such deadline lapses and no action is taken, the Party addressing the said notification shall have the right to terminate the Agreement.
5. The termination is performed in writing and its effects are valid and enforceable upon service thereof to the counter-party.
6. In case it is decided, by means of a final judicial decision, that the serious grounds claimed by the Contracting Party for the termination, were not material at the time the termination was performed, then the party that proceeded to its enforcement is responsible to remunerate any and all damages, material and consequential, direct or indirect, current or eventual, suffered by the counter-party due to such termination.

Article 11. Confidentiality Obligation

1. The Contracting Parties acknowledge and are bound from the confidential nature of the following:
 - a) all documents and data communicated or to be communicated to them in the course of the Agreement; such elements relating to the Agreement and its performance, and
 - b) the information exchanged in performance of the Agreement and undertake the obligation to use them strictly for the purposes thereof and not to communicate them, in total or in part, to third parties. Specifically, the

Operator shall not communicate documents to persons employed in Natural Gas Companies, to which the latter participates or to companies related to the Operator, unless with the prior written consent of the other Party. Any general information related to the Operation of NGTS and its Users or third parties, information related to historical data and statistics, as well as any other information legally published, shall not be considered Confidential Information.

2. The Contracting Parties warrant and employ all measures to enforce to all employees and all types of associates, including affiliate companies and their employees and any associates thereof, the aforementioned obligations related to reliability, confidentiality and protection of professional or commercial secrecy.
3. The said obligations shall be binding for the Contracting parties both during the entire term of the Agreement and following termination thereof, in any way whatsoever.

Article 12. Applicable Law – Settlement of Disputes - Venue

1. The Agreement shall be governed by the Hellenic law and every dispute arising from its performance and with regards to its interpretation or otherwise caused by the present Agreement shall be settled in accordance with the applicable Hellenic legislation.
2. Any term of the Agreement contrary to any Law or the Network Code or the legal provisions issued under Law authority is deemed ipso jure null and void. The invalidity of any term shall not lead to the cancellation of the entire Agreement.
3. The Contracting Parties undertake the obligation to employ all reasonable efforts for the amicable settlement of any dispute arising in performance of the present Agreement. Towards this end, each Party may communicate to the other an invitation for the amicable settlement of the dispute. Within a deadline of three (3) days since the documented service of such invitation to the Party it is addressed, the Contracting Parties shall define and mutually notify their representatives for the settlement procedure and shall negotiate in good faith and in accordance with the acceptable transactions' ethics towards the settlement of their dispute. The procedure for the settlement of the dispute shall be completed within a deadline of thirty (30) days since service of the invitation for amicable settlement and the negotiations' result shall be binding to the parties.
4. In case the dispute is not settled through the amicable settlement procedure, the Parties may refer such dispute for arbitration, as per the provisions of the Civil Proceedings Code. In particular, in case of a dispute related to measurement issues and as long as such dispute is not settled through the amicable settlement procedure, as per paragraph 3 of the present, it is agreed that from this point on, the said dispute shall be referred to a mutually approved expert, in accordance with the procedure described in the "NGTS Metering Regulation".
5. In case that the issue is not resolved as per the procedure detailed in articles 12.3 and 12.4., the settlement of any dispute arising from the Agreement shall be referred to the relevant Courts of Athens.

Article 13. Amendments to the Agreement

1. Under the reservation of the next paragraph and of the cases provisioned in the Network Code concerning the disengagement of the Gasification Capacity and any other special provision of the Network Code, any amendment to Annexes 2 and 3 to the present Agreement must be necessarily preceded by the written consent of the Contracting Parties hereto, and any other evidence to this effect is deemed excluded.
2. In case of any modification to the terms of the standard Agreement due to any revision of the applicable legislation, the Parties acknowledge that such new regulatory framework shall govern from that point on the Agreement and they are further responsible to adapt the present document within a deadline that cannot be less than a period equal to 10% of the time duration remaining until the expiration of the contractual term of the Agreement, as per the provisions of article 2 hereto, or to proceed to such an action within the deadline that may be defined by the relevant provisions. For the case detailed in this paragraph, the LNG User reserves the right to terminate the Agreement, without any expense, within the deadline defined in the previous sentence and

following prior settlement of any amount due to the Operator. In the event that the Agreement is not readjusted within the deadline defined above and there is no notice of termination by the LNG User as per the previous sentence, the Operator reserves the right to terminate the Agreement, without any liability on his part, within ten (10) days since the lapse of the aforementioned deadline.

Article 14. Final Terms

1. Both Contracting Parties state that they are aware and accept without any reservations the provisions of the Law, the Network Code and the relevant applicable legislation and that the terms contained in the present Agreement constitute the entire and exclusive agreement between the Contracting Parties and prevail over any other oral or written agreement with the same scope. The Parties warrant that the Agreement is fully binding with regards to all terms and Annexes thereof which are acknowledged as essential in their entirety.
2. The Contracting Parties undertake the obligation to act in good faith with regards to the satisfaction of the obligations emanating from the Agreement and to employ all means necessary for the materialization thereof.
3. The non performance, by any Party, of any of the rights provisioned in the Agreement, shall in no case constitute a waiver of such Contracting Party from the relevant right, while such Party shall reserve the right to claim, at any time, the satisfaction of the terms of the Agreement.
4. It is expressly agreed that in case that any of the terms of the Agreement is deemed invalid, for any reason whatsoever, such invalidity shall not lead to the cancellation of the entire Agreement and the Parties shall be responsible to amend the Agreement, in order to ensure the compliance of such invalid term with the provisions of the mandatory law to which such term is found non-complying.
5. Any service or communication of documents related to the Agreement, during its validity period, following expiration or its termination in any way whatsoever, shall be performed at the defined addresses and to the nominated representatives of the Contracting Parties, in accordance with Annex 2. In case of a modification of the address of any Contracting Party, such Party shall be responsible to notify the counter-party with regards to such address change, otherwise any service or communication of documents related to the Agreement shall be validly performed at the address of the relevant Contracting Party stated at the beginning of the present Agreement. In case that for any reason the representative of a Contracting Party is absent or replaced, such Party is responsible to notify such substitution to its counter-party.

Following agreement and mutual acceptance of the above, the present document and the aforementioned annexes thereto was drafted in three (3) identical copies. The present document was read to the Parties, who verified its content and signed it as follows while each contracting party received one of the said copies. The third copy shall be submitted to the competent Internal Revenue Office

| THE CONTRACTING PARTIES | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">For the Operator</p> <p style="text-align: center;">Societe Anonyme under the trade name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SOCIETE ANONYME”</p> <p style="text-align: center;">The legal representative, (stamp with trade name)</p> | <p style="text-align: center;">For the LNG User</p> <p style="text-align: center;">“.....”</p> <p style="text-align: center;">The legal representative, (stamp with trade name)</p> |

ANNEX 1

**APPLICATION FOR THE PROVISION OF BASIC
LNG SERVICE**

**APPLICATION FOR THE
PROVISION OF BASIC LNG
SERVICE**

TO NGTS OPERATOR

Considering, the provisions of the law 3428/2005 (Government Gazette A' 313, hereinafter the Law), the provisions of the NGTS Network Code and the RAE Decision number with regards to the "Approval of a Standard Liquefied Natural Gas (LNG) Facility Usage Agreement", and through the present document:

Of
headquarters
Street Number
Tax Payer's Reg. No.,
Internal Revenue Office.....

represented for the submission of the present document, by virtue of

.....
.

by
resident.....
ID card number.....
issued by
on

Contact Numbers:

Fax
E-mail.....
(location).....
(date).....

A. I declare that the company I represent has the right to access the National Natural Gas Transmission System, in accordance with the applicable provisions, and,
B. I request the execution of a Standard Liquefied Natural Gas (LNG) Facility Usage Agreement.
For this purpose, I hereby attach the following documents and data:

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....

Respectfully,
(full name, title, signature
and stamp)

**DOCUMENTS ATTACHED TO THE APPLICATION FOR THE PROVISION OF BASIC
LNG SERVICE**

1. A duly validated copy of the Articles of Association of the applicant, including the latest revisions, attested by the relevant monitoring authority and, with regards to an S.A. or an Ltd., the Government Gazette (Issue on S.A. and Ltds) containing all revisions following establishment or since the last encoding. In case that the establishment headquarters of the applicant is situated abroad, submission of a legal incorporation and operation certificate, or any other equivalent document, issued by a relevant monitoring authority of his location.
2. Duly validated copies of the legalizing documentation of the applicant, that is, for an S.A. the minutes of the General Assembly documenting the appointment of the acting Board of Directors and minutes of the Board of Directors concerning its establishment in a body, while for an Ltd, Minutes of the General Assembly documenting the appointment of the Manager/s as well as a decision for the submission of the application and the signature of the LNG Facility Usage Agreement, the appointment of a representative and full communication contact details for the needs of the Agreement.
3. If the applicant is not an S.A. or an Ltd entity, it is necessary to submit articles of association and any eventual modifications thereof, as well as official legalizing documentation, depending on its legal form, such documents evidencing the natural entity which is legally authorized to represent the applicant. In case that the location of the applicant's headquarters is situated abroad, the applicant is responsible to submit documents and certificates equivalent to the ones stated above, issued by a relevant foreign authority and documenting the natural entity, legally authorized to represent the applicant.
4. A certificate concerning the registration of the applicant with the NGTS Users' Register, or in case that this is not available due to the non issuance of the Users' Register Regulation, a Solemn Declaration of the applicant documenting his capacity as an NGTS "User" in accordance with the provisions of the Law.
5. A statement of the applicant including, depending on the case:
 - A) Details of the Transmission Agreements entered with the Operator and the total Booked Transmission Capacity for Delivery at an LNG Entry Point (MWh/Day).
 - B) Details of the Natural Gas Transmission Services Application, which is submitted to the Operator and the Booked Transmission Capacity for the Delivery applied to engage at the LNG Entry Point (MWh/Day).
 - C) Details of the Transmission Users to be served, numbers of the relevant Transmission Agreements and the Booked Transmission Capacity for the Delivery at the LNG Entry Point (MWh/Day) which shall be served by the applicant.
6. The attached "Technical Data Sheet" completed with the data proposed by the applicant.

7. A solemn declaration as per which the applicant states that the data submitted in the present application are true.

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TECHNICAL DATA SHEET

A. TECHNICAL DATA

1. **Starting Date:**
2. **Expiration Date:**.....
3. **Booked LNG Re-gasification Capacity**[MWh/Day]
4. **Total number of cargoes during a Month:**

| Year | Month | Number of Cargoes |
|------|-------|-------------------|
| | | |
| | | |
| | | |

5. **LNG Cargoes Unloading Plan:**

| Year | Month | Desired LNG Cargo Unloading Day | Desired Date for the Beginning of the Initial LNG Unloading Period | Name of LNG Vessel | LNG Cargo Quantity [MWh] | Estimated LNG Cargo Discharge Time [hours] |
|------|-------|---------------------------------|--------------------------------------------------------------------|--------------------|--------------------------|--------------------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

ANNEX 2

ACCEPTANCE OF THE APPLICATION FOR THE PROVISION OF BASIC LNG SERVICE

With regards to the Application for the Provision of Basic LNG Service number _____ the following
are agreed
:

1. Authorized representatives of the Contracting Parties

- For the OPERATOR

Full name :

Address :

Post Code :

Telephone :

Fax :

E-mail :

- For the LNG USER

Full name :

Address :

Post Code :

Telephone :

Fax :

E-mail :

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2. Authorized representatives of the Contracting Parties in case of Emergency

- For the OPERATOR

Full name :

Address :

Post Code :

Telephone :

Fax :

E-mail :

- For the LNG USER

Full name :

Address :

Post Code :

Telephone :

Fax :

E-mail :

1. Booked LNG Re-gasification Capacity:[MWh/Day]

2. Total number of cargoes during the Month:

| Year | Month | Number of Cargoes |
|------|-------|-------------------|
| | | |
| | | |
| | | |

3. LNG Cargoes Unloading Plan:

| Year | Month | Desired LNG Cargo Unloading Day | Desired Date for the Beginning of the Initial LNG Unloading | Name of LNG Vessel | LNG Cargo Quantity [MWh] | Estimated LNG Cargo Discharge Time [hours] |
|------|-------|---------------------------------|-------------------------------------------------------------|--------------------|--------------------------|--------------------------------------------|
| | | | | | | |

| | | | | | | |
|--|--|--|---------------|--|--|--|
| | | | Period | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

The present document is an integral part to the LNG Facility Usage Agreement.

| | |
|-------------------------|-------------------------|
| For the Operator | For the LNG User |
| (Signature) | (Signature) |
| (Full name) | (Full name) |

UNOFFICIAL TRANSLATION

ANNEX 3

SAMPLE BANK LETTER OF GUARANTEE

To:

DESFA S.A..

No.

EURO: #€

ATHENS, / /20...

Sirs,

With regards to the Agreement for the Usage of LNG Facility number dated between the societe anonyme under the trade name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SOCIETE ANONYME", with the distinctive title "DESFA S.A.", (the OPERATOR) and under the trade name "....." and the distinctive title "....." (the USER) and following instructions by the USER: "....."

We hereby irrevocably and unreservedly guarantee to the benefit of the company... under the trade name ".....", , to pay to you, waiving irrevocably and unreservedly through the present any objection, division and discussion rights, including our rights emanating from articles 853, 856, 866, 867 and 868 of the Hellenic Civil Code, any amount up to Euros (.....€), for the timely settlement by the company mentioned above of all debits related to the eventual Basic LNG Service provisioned by your firm to the said company; as such services arise in execution of the aforementioned Agreement for the Usage of LNG Facility.

The amount stated above shall be held at your disposal and shall be attributed without any objection and reservation, in full or in part, depending on the case of total or partial forfeiture, on your part, of the present guarantee against the company for which it was issued, within a time period of three (3) working days since receiving a written notification on your part stating that the main debt for which the above guarantee was issued, was not paid in due time, in total or in part and upon return of the present letter of guarantee.

In case that only part of the debt, for which the present guarantee is issued, is not settled in due time and you submit the present letter as per the above for partial payment, then the present letter of guarantee shall be stamped to the respective unsettled amount of the main debt, which shall be paid to you directly as per the above, while the present letter of guarantee shall be returned to you and shall retain its validity for the remaining amount it stands for.

The present Letter of Guarantee expires strictly on at 12:00, and after the lapse of such deadline and as long as there is no communication of any claim on the amount of the letter of guarantee, the present letter is considered ipso jure void and without any effect. We further certify that all letters of guarantee issued on our part and in effect to the benefit of the State, Legal Entities of Public Law, Legal Entities of Private Law, etc., including the present one, does not exceed the maximum amount related to the issuance of guarantees for our Bank, as defined by the relevant Law.

Respectfully,
BANK