

ANNEX A

**STANDARD
FRAMEWORK AGREEMENT FOR THE
TRANSMISSION OF NATURAL GAS**

NON OFFICIAL TRANSLATION

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Agreement number:

In Athens today, on of the year by and between the following Contracting Parties:

a) On the one hand, "THE HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A.", with the distinctive title "DESFA S.A.", registered in the General Electronic Commercial Registry with number, with registered office in, with TIN, Tax Office: ATHENS Tax Office for Sociétés Anonymes (FAE ATHINON) , duly represented for the signing of this agreement by virtue of the Board of Directors' minutes no. dated by, resident of, holder of ID card no., issued by, with TIN....., Tax Office, hereinafter referred to as "the Operator", and

b) on the other hand, the company with the name "....." and the distinctive title ".....", registered in the General Electronic Commercial Registry with number, with registered office in, with TRN, Tax Office:, duly represented for the execution of this agreement by by virtue of, resident of, (street name and house number), holder of ID card no., issued by, with TIN, Tax Office, hereinafter referred to as "the Transmission User", and jointly as the "Contracting Parties"/ "Parties",

having regard to the fact that the other contracting party (the Transmission User):

a. is registered in the Users' Registry of the National Natural Gas System - (hereinafter NNGS) by virtue of the decision of the Regulatory Authority for Energy (hereinafter RAE) number, and

b. submitted (file number) an Application for the Conclusion of a Framework Agreement for the Transmission of Natural Gas (hereinafter "Application for the Conclusion of a Transmission Agreement) according to the template in Annex 1 of the Standard Transmission Agreement, which was accepted by the Operator pursuant to the provisions of the Network Code for the Regulation of the National Natural Gas System (hereinafter "the Network Code").

Now, therefore, the following have been agreed and mutually accepted:

Article 1. Scope

1. The scope of the Transmission Agreement (hereinafter "the Agreement") includes the provision by the Operator to the Transmission User of Transmission Services on a Firm Basis, Transmission Services on an Interruptible Basis as well as the services specified in Chapters [2], [2A], [2B] and [3] of the Network Code.

2. Notwithstanding the case of booking of Transmission Capacity at an Auction Point, for this purpose, the Transmission User shall submit to the Operator an Application for the Provision of Transmission Services on a Firm Basis (hereinafter "the Application for Firm Services") and/or an Application for the Provision of Transmission Services on an Interruptible Basis (hereinafter "the Application for Interruptible Services"), according to the templates in Annexes 2 and 3 of this

Agreement, respectively. For the submission of Applications for Firm or Interruptible Services, as well as in order to carry out any action foreseen under this Agreement, pursuant to the Network Code and relevant legislation, the Transmission User shall duly give specific authorization to a representative to proceed to any relevant action, without any limitation regarding the amount of the financial obligations to be undertaken.

An Application for Firm Services or an Application for Interruptible Services, which fulfills the requirements of the Agreement and the conditions of the relevant provisions of the applicable legislation, shall be accepted by the Operator (hereinafter “Approved Application”), otherwise it shall be justifiably rejected and the RAE shall be notified of the rejection.

In case of booking Transmission Capacity at an Auction Point, the Transmission User must conclude an agreement (Network User Member Agreement) with the operator of the Transmission Capacity Booking electronic platform (Capacity Booking Platform), as suggested by the Operator, in order to gain access to it. In that case, the Transmission User is also liable against the Operator being bound to comply with and perform the contractual terms of aforementioned agreement as well as the rules foreseen in the Capacity Booking Rules of such platform and in the Auction Instruction Manual, pursuant to the relevant provisions of Article 20h of the Network Code.

The content of the access agreement and the aforementioned rules shall be published on the web site of the Transmission Capacity booking electronic platform. In any case, the terms of this Agreement and the provisions of the Network Code and of Regulation (EU) no. 984/2013 shall apply.

3. Approved Applications for Firm Services and Interruptible Services shall be revoked only for important reason and only following an agreement with the Operator, pursuant to the provisions of paragraph 1 of Article 13 of this Agreement.

4. The Annexes to this Agreement constitute an integral and indivisible part of this Agreement.

5. Unless otherwise specified, the terms used in the Agreement have the meaning given to them in Law 4001/2011 (hereinafter “Law”), in the Network Code and in the Tariff Regulation of Basic Activities of the National Natural Gas System (hereinafter “Tariff Regulation”).

Article 2. Term

1. This Agreement is concluded for an indefinite term. It shall enter into force on and shall be valid until it is terminated pursuant to the provisions of Article [10] thereof.

2. Without prejudice to the provisions of Article [10] of the Agreement, the start date and the end date of the services provided under Article [1] of the Agreement shall be determined in the relevant Approved Application, also pursuant to the specific provisions of Article [8] of the Network Code for Transmission Services on a Firm Basis and in Article [20c] of the Network Code for Transmission Services on an Interruptible Basis.

Article 3. Obligations of the Contracting Parties

1. The Operator shall provide to the Transmission User services in accordance with Article [1] of the Agreement and the provisions of each Approved Application in the most economical, transparent and direct way, without discriminating between the Transmission Users. Specifically, the Operator shall receive Natural Gas from the Transmission User at an Entry Point, a Reverse Flow Entry Point and at the Virtual Nomination Point, and shall deliver Natural Gas that fulfills the Natural Gas Reception Conditions at an Exit Point, a Reverse Flow Exit Point and at the Virtual Nomination Point (hereinafter “VNP”), excluding the cases where the Operator is fully or partially discharged from its relevant obligation according to the Agreement and the Network Code.
2. The Transmission User must deliver to the Operator, at an Entry Point, at a Reverse Flow Entry Point and at the Virtual Nomination Point, Natural Gas that fulfills the Delivery Conditions and follows the Natural Gas Quality Specifications provided by the Network Code and the applicable legislation and must duly and timely pay any financial obligations of any nature to the Operator, as provided in the Agreement, the Network Code and the relevant legislation.
3. It is explicitly agreed that any matter which is not foreseen in the Agreement shall be governed by the Network Code and the relevant legislation.

Article 4. Pricing and Payments

1. The Transmission User must pay a monthly fee to the Operator (hereinafter “Fee”) for the provision of the services agreed in the Agreement and in the Approved Application by the latter. The Fee is calculated and invoiced pursuant to the provisions of the Network Code, the Tariff Regulation, the NNGS Usage Tariff and any relevant delegated acts. It is explicitly agreed that the Transmission User shall incur any tax, duty or other relative charge to the aforementioned Fee, as may be imposed in accordance with the applicable legislation. The Operator shall pay monthly to the Transmission User the amount of charges that are attributable to the latter pursuant to the Network Code, the Tariff Regulation, the NNGS Usage Tariff and any relevant delegated acts.
2. The Transmission User acknowledges that the Operator’s Fee is fair and reasonable, proportionate to the services provided, and not subject to restrictions, terms, conditions and reservations, offsetting or any reductions, save as otherwise stipulated by the applicable legislation.
3. The Transmission User shall be invoiced on a monthly basis. Without prejudice to Article [56] of the Network Code, the relevant settlement shall be made as set out in the Tariff Regulation and the NNGS Usage Tariff . The invoice for each calendar month shall be issued and sent by the Operator no later than the twentieth (20th) calendar day of the following calendar month. It is explicitly agreed that the Parties shall fulfill their financial obligations towards each other, as these are specified in each monthly invoice, by the Due Date. The Due Date for each invoice shall be the tenth (10th) business day from the day on which the invoice was received by its recipient.
4. The invoice shall state in detail at least the following, in relation to the relevant calendar month:

- a) The Transmission User's financial obligations towards the Operator, as follows:
- (i) The Operator's Fee to be paid by the Transmission User and, separately, every charge provided by this Agreement or by the provisions of the Network Code, the Tariff Regulation and the NNGS Usage Tariff.
 - (ii) Any other debt due by the Transmission User arising from this Agreement and by the applicable legislation.
 - (iii) The sum of any taxes, duties or other charges that may be incurred by the Transmission User in accordance with the applicable legislation.
 - (iv) The total amount that is due by the Transmission User.
- b) The Operator's financial obligations to the Transmission User, as follows:
- (i) Credits arising from this Agreement and in accordance the applicable legislation.
 - (ii) Any other due debt by the Operator to the Transmission User arising from this Agreement and in accordance with the applicable legislation.
 - (iii) Any taxes, duties or other charges that may be incurred by the Operator in accordance with the applicable legislation.
 - (iv) The total amount that is due by the Operator.

5. If the Transmission User does not pay the total amount due on the Due Date, such amount shall become due and payable. In such a case:

a) in addition to the due amount, the Transmission User shall be charged with default interest calculated from the day after the Due Date at the interest rate for late payment as is determined by the Bank of Greece, until the full payment of the due amount.

b) the Operator shall notify the Transmission User by any appropriate means that, if the payable amount is not fully and duly paid within three (3) business days from the aforementioned notification, the Operator's obligation to provide the services agreed by virtue of this Agreement and any Approved Application shall be suspended from the day after above deadline has elapsed and until full and due payment, without need of any further notification of the Transmission User and without any obligation on the part of the Operator to pay any indemnity for the cessation of the provision of the aforementioned services for this reason.

c) the Operator may terminate the Agreement in accordance with Article [10] of this Agreement; and

d) other consequences provided for by the applicable legislation shall apply.

6. It is explicitly agreed that if the Transmission User disputes the amount of the financial obligations referred to in paragraph [4(a)] or [4(b)], these amounts shall be payable despite any referral of the dispute to amicable settlement, arbitration or litigation as provided for by Article [12] of the Agreement. Any unduly paid or non-credited amounts shall be paid with interest, at the rate for late payment as determined by the Bank of Greece.

Article 5. Measurements and Tests

Any issue relating to:

- a) the process and the method of measuring the quantity and the quality of Natural Gas delivered at an Entry Point or Reverse Flow Entry Point or received from an Exit Point or Reverse Flow Exit Point,
- b) the access process of the Transmission User to the measuring devices, and
- c) the settlement of disputes between the Parties regarding measurements,

shall be governed by the relevant provisions of the Network Code and the Measurement Regulation of the NNGS.

Article 6. Liability of the Contracting Parties

1. Without prejudice to paragraph [2] of this Article and any other specific provisions of the Network Code, the Parties must restrictively compensate for incidental damages due to willful failure to perform any obligations as per present Agreement. The Parties are not liable for compensation in case of consequential damages.

2. Without prejudice to cases where it is proven that the Parties and their agents acted willfully or with gross negligence, it is expressly agreed that the total liability sum to be borne by the Parties for the willful failure to perform or for defective performance of their obligations for the execution of the Agreement, including the agent's fault liability of Article 334 and the tort liability as per Articles 914, 922 and 932 of the Greek Civil Code, may not exceed annually one million (1,000,000) euro (Annual Compensation Limit of the Transmission Agreement).

3. In order a Transmission User to substantiate a claim for compensation from the Operator, as set out in the previous paragraphs, the User shall submit to the Operator a request for the provision of detailed information. The information and the evidences to be sought must be set out specifically and be directly related to the claim and their provision must not be contrary to the Operator's obligations of confidentiality arising from the applicable legislation. In this request, the Transmission User must also provide detailed information, especially with regard to the following:

- A) the nature of the loss and the date on which it occurred,
- B) the quantification of the direct material damage that the Transmission User invokes,
- C) analysis and documentation of the costs and expenses incurred in order to restore direct damages to property, for which the User is entitled to be compensated by the Operator;

4. The Operator must provide to the Transmission User the requested evidences within a period no longer than thirty (30) days from the submission of the relevant request by the Transmission User pursuant to the provisions of the previous paragraph.

Article 7. Force Majeure

1. “Force Majeure” shall mean any unforeseen and extraordinary situation or event beyond the effect and control of the Contracting Parties which could not have been avoided even if the parties had demonstrated extreme caution and diligence, as expected from a reasonable and prudent contracting party, and prevents either Contracting Party to fulfill its contractual obligations, as per terms of the Agreement. It is agreed that Force Majeure may indicatively include: natural disasters, strike, lockout, actions of the Government or any Governmental Authority, war, revolution, riot, land subsidence, fire, flood, earthquake, explosion, rupture or accident in any transmission facility or other facilities or equipment necessary for the provision of the services under Article [1] of the Agreement, whose degree and extent renders the provisions of such services impossible.
2. More specifically, it is expressly agreed that Force Majeure events shall not include the events and incidents that fall within the scope of Chapter [10] of the Network Code. In these cases, the special provisions of Chapter [10] of the Network Code shall apply and not the provisions of this Article.
3. In case of a Force Majeure event, the Contracting Parties shall comply with the specific provisions of the Network Code.

Article 8. Guarantees

1. The Transmission User must provide the Operator with a guarantee for performance of its obligations towards the Operator, including the obligation to pay any charges arising from the Agreement. This guarantee shall be provided pursuant to the more specific provisions of Chapter [3^A] of the Network Code and of the Agreement.
2. The Transmission User may choose the way to perform the obligation for the provision of a guarantee, provided that the provisions of Article [21^B] of the Network Code are met and according to the following paragraphs.
3. The Transmission User may choose one or combination of the following forms of guarantee:
 - A) Deposit or transfer of cash to a bank account owned by the Operator exclusively for this purpose (Guarantee Cash Amount). The Guarantee Cash Amount shall be taken into account in calculating the User’s Net Position from the day it has been credited to the Operator’s account, pursuant to the provisions of Article [21^E] of the Network Code.
 - B) Bank Letter of Guarantee (Letter of Guarantee) In such a case, the Letter of Guarantee must be issued by a Bank or Credit Institution legally operating in a Member State of the European Union or of the European Free Trade Association and its content must comply with the template in Annex [4] and/or Annex [5] of the Agreement or their exact translation in the English language. The Letter of Guarantee shall be irrevocable, having indefinite and/or of definite term and shall contain a waiver from the rights of division and excussion and the rights stipulated in Articles [853], [855ff], [856], [867] and [868] of the Civil Code, as

appropriate. The Letter of Guarantee to be provided shall be taken into account in calculating the User's Net Position, pursuant to the provisions of Article [21^E] of the Network Code.

4. Without prejudice to paragraph 6 of this Article, the amount of the guarantee that the Transmission User must provide according to the Transmission Capacity for Delivery and/or the Transmission Capacity for Reception booked by virtue of the Approved Application for Firm Services shall be calculated as follows:

A) If the term of the Approved Application for Firm Services is equal to or longer than three hundred and sixty-five (365) consecutive Days, the amount of the guarantee shall be equal to twenty per cent (20 %) of the sum of the annual capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

B) If the term of the Approved Application for Firm Services is longer than ninety (90) consecutive Days and shorter than or equal to three hundred and sixty-four (364) consecutive Days, the amount of the guarantee shall be equal to 'A' (%) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff. 'A' (%) is calculated as follows:

$$A (\%) = 50 - \frac{(\Delta_{\Sigma YM} - 90)}{275} * 30$$

Where $\Delta_{\Sigma YM}$ is the number of Days of term of the Approved Application for Uninterruptible Services, and $90 < \Delta_{\Sigma YM} \leq 364$.

C) If the term of the Approved Application for Firm Services is longer than five (5) consecutive Days and shorter than or equal to ninety (90) consecutive Days, the amount of the guarantee shall be equal to fifty per cent (50 %) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

D) If the term of the Approved Application for Firm Services is shorter than or equal to five (5) consecutive Days, the amount of the guarantee shall be equal to one hundred per cent (100 %) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Transmission Capacity for Delivery or Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

5. Without prejudice to paragraph 6 of this Article, the amount of the guarantee that the Transmission User must provide in proportion to the Interruptible Transmission Capacity for Delivery or the Interruptible Transmission Capacity for Reception which he has booked by virtue of an Approved Application for Interruptible Services shall be equal to one hundred per cent (100 %) of the sum of the capacity charge of all the Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points based on the relevant Interruptible Transmission Capacity for Delivery or Interruptible Transmission Capacity for Reception booked by the Transmission User at every Point by virtue of the Approved Application, as such charge is calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

6. The following shall apply if the Transmission User participates in auctions of Standard Transmission Capacity Products pursuant to the specific provisions of Regulation 984/2013 and Chapter [2B] of the Network Code:

A) In order to participate in auctions, the Transmission User must provide a guarantee pursuant to the provisions of Article [21^G] of the Network Code, and

B) the guarantee that applies to the Transmission Capacity for Delivery or Reception, on a Firm or Interruptible basis, booked by the User by means of the relevant auction, as appropriate, shall be calculated pursuant to the provisions of paragraph [9] of Article [21^G] and Article [21^H] of the Network Code.

7. If, during the term of an Approved Application for Firm Services and pursuant to the provisions of the Network Code, there is a change to the Transmission Capacity for Delivery or the Transmission Capacity for Reception booked by the Transmission User by virtue of such Application at Entry Points and/or Reverse Flow Entry Points or Exit Points and/or Reverse Flow Exit Points, the amount of the guarantee shall be adjusted based on the size of the Booked Transmission Capacity for Delivery or the Booked Transmission Capacity for Reception resulting from the change. The adjusted amount of the guarantee shall be taken into account in calculating the Minimum Transmission User Guarantee Limit on the following business Day from the Date of the full payment by the Transmission User of any amount due to the Operator, according to the invoice for the Month on which the change was effected.

8. The part of the guarantee which the Transmission User must provide every Day (d) during the term of the Agreement in order to cover charges resulting from the Balancing process (Gbal,d) in euro shall be calculated as follows:

Gbal,d = 0, if the Day (d) does not fall within the Reference Period of any Approved Application or the provision of services under any of these Applications has not yet started, although the Day does fall within the Reference Period, or

$$G_{bal,d} = \max [G_{bal,ini}, + \sum_1^{(d-1)} HEE\Phi(k) - \sum_1^{(d-1)} INV(k)], \text{ for every Day (d) on}$$

which the User is provided with services under one or more Approved Applications and for every Day (d) that the Reference Period for Approved Applications under which services have already been provided has not yet lapsed.

Where:

Gbal,ini: The initial guarantee amount that covers charges of the Transmission User arising from the Balancing process, as set out in paragraph [9].

$\sum_1^{(d-1)} HEE\Phi(k)$: The algebraic sum of the Transmission User's Daily Charges and Daily Credits, from the first Day of provision of services based on the first Approved Application under the Agreement until Day (d-1). The calculation of the Transmission User's Daily Charges and Daily Credits for every Day (k) shall be carried out by the Operator based on the Indicative Allocation of Natural Gas Quantities for that Day, pursuant to Article [43] of the Network Code. Term $\sum_1^{(d-1)} HEE\Phi(k)$ shall be updated based on the Final Allocation of Natural Gas Quantities on the following Day from the Day on which such allocation was sent to the Transmission User, pursuant to Article [43] of the Network Code. In order to calculate the term $\sum_1^{(d-1)} HEE\Phi(k)$, the Transmission User's Daily Charges shall be positive and the Transmission User's Daily Credits shall be negative. On the starting Day of the provision of services based on the first Approved Application under the Agreement (d=1), term $\sum_1^{(d-1)} HEE\Phi(k)$ shall be zero.

INV(k): Any amount paid by the Transmission User to the Operator or by the Operator to the Transmission User on the basis of an issued invoice which concerns charges or credits to the User arising from the Balancing process and this payment was certified by the Operator on Day (k). If the invoice concerns a charge to the Transmission User, the INV(k) factor shall be positive. If the invoice concerns a credit to the Transmission User, the INV(k) factor shall be negative. If on Day (k) there was no payment by the Transmission Users to the Operator and by the Operator to the Transmission User, the INV(k) factor shall be equal to zero (0).

$\sum_1^{(d-1)} INV(k)$: The algebraic sum of the term INV(k) from the first Day of provision of services based on the first Approved Application under the Agreement until and including Day (d-1). On the starting Day of the provision of services based on the first Approved Application under the Agreement (d=1), term $\sum_1^{(d-1)} INV(k)$ shall be zero.

9. The Gbal,ini factor shall be calculated at the time of the approval of the first Application for the provision of services submitted by the Transmission User under the Agreement and every subsequent time an Application for service provision by the Transmission User is approved, provided that the Reference Time of any previous Approved Application has expired on the Day on which the specific Application is approved. The Gbal,ini factor shall be calculated as follows:

A) If the Transmission User has booked Transmission Capacity on the Transmission System within a period of twelve (12) months before the month of submission of an Application falling within the cases above, the Gbal,ini

factor shall be equal to the maximum Daily Charge of such Transmission User during the period mentioned above. In calculating the price of the Gbal,ini factor, the Days falling within the time period mentioned above and during which there was an Emergency Level Crisis, pursuant to Chapter [10] of the Network Code, shall not be taken into account.

B) If the Transmission User has not booked Transmission Capacity on the Transmission System within a period of twelve (12) months before the month in which an Application was submitted which falls within one of the aforementioned cases, the Gbal,ini factor shall be calculated according to the following formula:

$$\text{Gbal,ini} = \text{BTC} \times \text{MAXEXP} \times \text{DBGP}$$

Where:

BTC: The Transmission Capacity booked by the User on the Transmission System by virtue of the first Approved Application which he concludes with the Operator under the Agreement and which is determined as follows:

(i) In the case of an Application for the provision of services by virtue of which the Transmission User requests the booking of Transmission Capacity at Exit Points, the term “BTC” (in kWh GCV/Day) means the total, as applicable, Transmission Capacity for Reception or Interruptible Transmission Capacity for Reception set out in the Application.

(ii) In the case of an Application for the provision of services by virtue of which the Transmission User requests the booking of Transmission Capacity at Entry Points, the term “BTC” (in kWh GCV/Day) means the total, as applicable, Transmission Capacity for Delivery or Interruptible Transmission Capacity for Delivery set out in the Application.

MAXEXP: The time period for which the Transmission Capacity has been booked, as set out in the Application, in Days, with a maximum of five (5) Days.

DBGP: The average Daily Balancing Gas Price during the last twelve (12) months from the month in which the Application was submitted, in €/kWh GCV.

If the price of the Gbal,ini factor, as calculated according to cases (A) and (B) above, is lower than one hundred thousand (100,000) euro, the price of Gbal,ini shall be one hundred thousand (100,000) euro. If the price of the Gbal,ini factor, as calculated according to case (B), is higher than two million (2,000,000) euro, the price of Gbal,ini shall be two million (2,000,000) euro.

- 10.** Without prejudice to the provisions of paragraphs 12, 13 and 14 of this Article, if:
- A) The User Net Position of the Transmission User for Day (d) is positive, and
 - B) All overdue debts of the Transmission User arising from the Agreement until Day (d) have been paid in full, and
 - C) The Transmission User has requested it,

the Operator must reimburse, without interest, part of the total guarantee up to an amount that equals the User Net Position of the Transmission User on Day (d) minus the part of the guarantee which corresponds to the booking of capacity by the

Transmission User following the publication of the User Net Position for the Day (d), pursuant to case (B) of paragraph 1 of Article [21^F] of the Network Code, and until the time the request was submitted. From the time of the submission of the request and onward, the part of the guarantee that is to be returned shall not be taken into account in calculating the adequacy of the available guarantees for capacity booking pursuant to Article [21^F] of the Network Code.

11. The process by which Operator shall return the part of the guarantee to the requesting Transmission User follows:

A) The application for the return of the part of the guarantee for Day (d) shall be submitted following the publication of the User Net Position for Day (d) and before the publication of the User Net Position for Day (d+1).

B) Within five (5) business Days from Day (d), the Operator shall return to the Transmission User, without interest, the Guarantee Cash Amount that has been deposited to the Operator's account and has been calculated according to paragraph [10]. If the part of the guarantee that the Transmission User requests to be returned to him is higher than the amount that is calculated according to paragraph [10], the Operator shall return to the Transmission User the amount that is calculated according to paragraph [10].

C) If, following case (B) above, there is a remaining part of the guarantee to be returned to the Transmission User, the Operator, within ten (10) business Days from Day (d), shall proceed to the relevant reduction of the Letter of Guarantee that has been provided by the Transmission User and according to the Letter's terms.

12. If the Transmission User's Net Position on Day (d) and on Day (y), which is determined to be the following business day after Day (d), is negative, pursuant to Articles [21^D] and [21^E] of the Network Code, the Operator shall cease, as of Day (y+1), to provide the services agreed by virtue of this Agreement and any Approved Application that is valid on Day (y+1), without further notification of the Transmission User and without any obligation from the Operator side to pay any indemnity for the cessation of the provision of the above-mentioned services for this reason. If the Transmission User provides the required guarantee, pursuant to the provisions of Article [21^E] of the Network Code, so that the User's Net Position is at least zero on Day (y+1), the Operator shall resume the provision of services to the Transmission User from Day (y+2). If the Transmission User provides the required guarantee, pursuant to the provisions of Article [21^E] of the Network Code, so that the User's Net Position is at least zero on Day (y+2), the Operator shall resume the provision of services to the Transmission User from Day (y+3). The non-provision by the Transmission User of the required guarantee within the aforementioned deadlines shall automatically constitute a reason for the termination of the Agreement pursuant to Article [10] hereof.

13. Without prejudice to the other rights of the Operator arising from the Agreement, the Network Code and the Law, if the Transmission User breaches any of the Agreement's contractual terms, the Operator, in order to ensure its interests and claims, may cumulatively and at its sole discretion:

A) Retain, in whole or in part, the Guarantee Cash Amount that has been deposited by the Transmission User to the Operator's bank account, and

B) Request the forfeiture, in whole or in part, of the Letter of Guarantee according to its more specific terms,

without any obligation from the Operator's side to determine or substantiate the reasons for which it retained the Guarantee Cash Amount and/or requested the forfeiture of the Letter of Guarantee.

14. If the Letter of Guarantee is forfeited and/or the Guarantee Cash Amount is retained by the Operator and if the forfeiture of the Letter of Guarantee and/or the retention of the Guarantee Cash Amount results in the Transmission User's Net Position becoming negative, the User must, the Day immediately after the Operator's relevant notice, deposit a new Guarantee Cash Amount, so that the Transmission User's Net Position may become at least zero, pursuant to the provisions of Article [21^E] of the Network Code. If, after receipt of the Operator's default notice, the Transmission User's Net Worth remains negative, for this reason, the Operator shall cease to provide the services that have been agreed by virtue of the Agreement and any Approved Application that is valid at that time. Breach of this obligation by the Transmission User to provide the required guarantee shall constitute serious grounds for termination of the Agreement by the Operator in accordance with Article [10] hereof.

15. It is expressly agreed that the Operator shall bear no responsibility for the compensation of any damages incurred by the Transmission User or a third party (incidental or consequential, financial or of any other form, present or future) by the cessation of the provision of the services agreed in the Agreement and every Approved Application for the reasons set out in the Agreement and the provisions of the relevant legislation.

16. If the Agreement is terminated or resolved for any reason and until the full payment by the Transmission User to the Operator of the total of the arrears arising from this Agreement, the Transmission User may not submit a new Application for the Conclusion of an Agreement.

Article 9. Substitution

Without prejudice to any specific provision, neither Contracting Party may be substituted in their rights and obligations arising from the Agreement, without the prior written consent of the other Contracting Party. The Contracting Party that wishes to be substituted (the substitution beneficiary) by a third person shall notify the other Contracting Party of its intention, supplying all necessary business and technical information on the third person and submitting at the same time an explicit and unreserved declaration by the third person addressed to the other Contracting Party stating that the third person will take over all rights (transfer of claims) and obligations (assumption of debt) of the substitution beneficiary arising from this Agreement. Within a time limit of fifteen (15) days, the other Contracting Party shall promptly notify the substitution beneficiary, in writing, regarding the acceptance or rejection of the substitution suggested. Until the required guarantees have been provided by the third person pursuant to Article [8] of this Agreement, the substitution shall have no legal effect. Rejection of the request for substitution or expiry of the above deadline ineffectively shall entail rejection of the substitution and shall constitute serious grounds for either Contracting Party to terminate the Agreement, pursuant to the provisions of Article [10] hereof.

Article 10. –Contract Termination- Notice of termination

1. In case of either Contracting Party's dissolution, bankruptcy, liquidation, situation of mandatory administration, situation of cessation of payment as well as in case of revocation or annulment of the Transmission User's registration in the NNGS User Registry, revocation of incorporation license or any other license required for the lawful exercise of either Contracting Party's activities,

the Agreement shall be terminated automatically from the date when the Operator has received written notification of any of the events mentioned above. The Agreement shall be automatically terminated in case of Force Majeure lasting for a period of over six (6) months, unless otherwise agreed by the Contracting Parties.

2. The Contracting Parties may mutually agree the termination of the Agreement at any time, subject to the settlement of any pending matters between them.

3. Without prejudice to more specific cases of termination stipulated by this Agreement, either of the Contracting Parties may terminate the Agreement at any time, provided that there is not any Approved Application in force.

4. **Notice of termination** shall be made in writing and shall become effective on its due service to the other Contracting Party. Upon due service of the notice of termination of the Agreement, the Operator shall cease to provide any service to the Transmission User as per any Approved Applications and all mutual financial claims of any nature of the Contracting Parties shall become automatically due and payable.

Article 11. Confidentiality Obligation

1. The Contracting Parties already acknowledge and are bound by the confidential nature:

a) of all the documents and data communicated or to be communicated to them during the term of the Agreement, and which are related to the Agreement and its performance, and

b) of the information exchanged in the performance of the Agreement, and they undertake the duty to use such documents, data and information only for the purposes of the Agreement and to refrain from disclosing them in part or in whole to third parties. Specifically, the Operator shall not communicate documents to persons employed in Natural Gas Companies in which the Operator participates or which are affiliates of the Operator, unless with the prior written consent of the other Contracting Party. Confidential information shall not include any general information relating to the operation of the NNGS and its Users or third parties, information about historical data and statistics, as well as any other information that has been legally published or characterized by the applicable provisions as public.

2. The Contracting Parties guarantee and take any measure for imposing the above-mentioned duties of fidelity, confidentiality, and protection of the professional or trade secrecy on their employees and all sorts of associates, as well as the related companies of the Contracting Parties and their employees and all sorts of associates.

3. The above obligations shall be binding upon the Contracting Parties during the term of the Agreement as well as after its termination in any way whatsoever.

Article 12. Applicable Law - Settlement of Disputes - Jurisdiction

1. This Agreement shall be governed by Greek Law and any dispute arising from or in connection with its performance or interpretation shall be resolved in accordance with the applicable Greek legislation.
2. Any term of the Agreement that is contrary to the Law or the Network Code or any relevant delegated acts shall be automatically void. Invalidity of any term shall not entail invalidity of the Agreement as a whole.
3. The Contracting Parties undertake the obligation to make any possible effort for the amicable settlement of disputes arising during the execution of the Agreement. To this end, either Contracting Party may invite the other Party to amicably settle a dispute. Within three (3) business days from the proved delivery of the invitation to the Contracting Party it is addressed to, the Contracting Parties shall appoint and notify each other of their representatives to the settlement, and shall negotiate in good faith and in line with commercial practice to settle the dispute. The settlement process shall be completed within thirty (30) days from the invitation for amicable settlement; the outcome of this negotiation shall be binding upon the Contracting Parties.
4. If the dispute cannot be settled amicably, the Contracting Parties may refer it to arbitration, in accordance with the provisions of the Civil Procedure Code or Article [37] of the Law. In particular, in case of a dispute relating to measurements and as long as such dispute has not been settled amicably, as per paragraph [3] hereof, it is hereafter agreed that the dispute shall be referred to a mutually accepted expert, in accordance with the procedure described in the “NNGS Measurements Regulation”.
5. If the dispute cannot be resolved following the procedure described in paragraphs [3] and [4] above, the Courts of Athens shall be competent to resolve any disputes arising from the Agreement.

Article 13. Amendments to the Agreement

1. Without prejudice to the following paragraph and the cases stipulated by the Network Code, for any amendment to the Agreement, a written agreement between the Contracting Parties is required, while any other means of proof shall be excluded.
2. In case of amendment to the terms hereof due to a revision of the applicable legislation, the Contracting Parties acknowledge that the Agreement shall be thereafter governed by the new regulatory framework and shall amend this Agreement within an exclusive deadline of two (2) months or within such a deadline as may be stipulated in the new provisions. If this paragraph applies, the Transmission User shall retain the right to terminate the Agreement at no cost within the deadline referred to in the previous subparagraph, and the termination of the Agreement shall take effect upon prior due payment of all debts to the Operator. If the deadline for the amendment of this Agreement elapses without action and no termination has been made by the Transmission User as per above, the Operator reserves the right to terminate the Agreement at no cost within ten (10) days from the lapse of the aforementioned deadline.

Article 14. Final Provisions

- 1.** Both Contracting Parties declare that they are aware of and accept without any reservation the provisions of the Law, the Network Code and the applicable legislation. The Contracting Parties declare that the Agreement shall be fully binding in all of its terms and Annexes, all of which the Contracting Parties acknowledge to be material.
- 2.** Pursuant to paragraph 4 of Article 109 of the Network Code, access to and use of the Electronic Information System shall be governed by the terms and conditions determined and amended, if required, by the Operator. Said terms and conditions shall be notified to the Transmission User and shall be accepted before access to and use of the Electronic Information System. The terms and conditions for access to and use of the Electronic Information System, are binding for both the Transmission User and the Operator, must be read together and complement to the legal provisions and the terms and agreements that govern the contractual relationship between the Transmission User and the Operator. The Transmission User must be given the possibility to become aware of the terms and conditions for the access to and use of the Electronic Information System, as they are applicable, whenever is requested.
- 3.** The Contracting Parties hereby undertake to act in good faith when performing their obligations arising from the Agreement and to take all the necessary steps to implement it.
- 4.** If either Contracting Party doesn't exercise any of the rights granted under the Agreement it shall in no case be construed as a waiver of such right, and the relevant Contracting Party may at any time demand performance of the contractual terms.
- 5.** It is explicitly agreed that, if any of the terms of the Agreement becomes void for any reason, the voidness of such term shall not cause the voidness of the Agreement in its entirety; however, the Parties must amend the Agreement within the deadline of paragraph [2] of Article [13] hereof, in order to ensure that the above term is compliant with the provisions of mandatory law to which such term is contrary.
- 6.** All notices or communications of documents relating to the Agreement during the contractual term and after termination of the Agreement in any way shall be made at the addresses of the Contracting Parties as stated in the preamble of the Agreement. In case of change of the address of either Contracting Party, the latter shall communicate such change of address to the other party, otherwise all notices or communications relating to the Agreement shall be made validly at the relevant Contracting Party's address as stated in the preamble of the Agreement. In case of absence or replacement of a Contracting Party's legal representative, the relevant Contracting Party shall notify the other party of the representative's replacement.

In witness hereof, this Agreement together with the above annexes was prepared in three (3) copies, its contents were read and attested, and signed as follows. Each party received one copy, and one copy shall be legally and timely communicated to the competent Tax Office.

THE CONTRACTING PARTIES

<p>For the Operator Société Anonyme under the trade name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A."</p> <p>The legal representative, (corporate seal)</p>	<p>For the Transmission User "....."</p> <p>The legal representative, (corporate seal)</p>
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NON OFFICIAL TRANSLATION

ANNEX 1

**APPLICATION FOR THE CONCLUSION OF A
FRAMEWORK AGREEMENT FOR THE
TRANSMISSION OF NATURAL GAS**

TO THE NNGS OPERATOR

**APPLICATION FOR THE
CONCLUSION OF A
FRAMEWORK AGREEMENT
FOR THE TRANSMISSION OF
NATURAL GAS**

Of
.....
registered office
at (street)
Number
TIN
Tax Office
EIC Code

being represented for the submission
hereof pursuant to

.....
by
.....
resident of
Identity Card Number
.....
issued by
on

Contact numbers:
.....
.....

Fax
E-mail

(place)

(date)

Having regard to the provisions of Law 4001/2011 (Government Gazette, A 179, hereinafter “the Law”), the NNGS Network Code and RAE decision no. on the approval of the Standard Framework Agreement on Natural Gas Transmission Services, I hereby:

A. 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. Request to enter into a Framework Agreement on Natural Gas Transmission.

To this end, the following documents and information are attached hereto:

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

Sincerely,

.....
.....
*(full name, title,
signature and stamp)*

NON OFFICIAL TRANSLATION

ANNEX 1A

DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION FOR A FRAMEWORK AGREEMENT FOR THE TRANSMISSION OF NATURAL GAS

I. Legalization Documents

1. Duly certified copy of the applicant User's Articles of Association, including all recent amendments, certified by the competent supervising authority and, in the case of a S.A. or a Ltd. company, certified by the General Electronic Commercial Registry including all amendments after incorporation or since the last codification. If the registered office of the applicant is located abroad, a certificate of Good Standing, or an equivalent document issued by the competent supervising authority in the area of the applicant's registered office.
2. Duly certified copies of the applicant User's legalization documents, i.e. in the case of a S.A., minutes of the General Meeting on the appointment of the existing Board of Directors and minutes of the Board of Directors on its constitution; in the case of an Ltd., Minutes of the Board of Directors on the appointment of the Administrator(s) as well as minutes on the appointment of a legal representative of the User for the submission of the application and the execution of the Agreement, without restrictions as to the amount of the financial obligations assumed.
3. If the applicant User has a legal form other than that of an S.A. or a Ltd. company, the Articles of Association and any amendments thereto are required, as well as official legalization documents, depending on the applicant's legal form, in order to identify the natural person having legal authority/ power of representation. If the applicant's registered office is located abroad, the applicant shall submit documents and certificates equivalent to the above, issued by a competent foreign authority, which identify the natural person having legal authority/ power of representation.
4. RAE decision on the applicant's registration in the NNGS User Register.
5. In the case of as S.A., a recent certificate (issued within 30 days before the Application for the conclusion of an Agreement) of the General Electronic Commercial Registry, attesting all amendments to the Articles of Association and the submission of Board of Directors minutes with regard to the company's representation.

6. In the case of Limited companies and partnerships, recent certificate of amendments (issued within 30 days before the Application for the signature of an Agreement is submitted) of the General Electronic Commercial Registry.
7. Solemn declaration whereby the applicant User, as legally represented, declares that the data submitted with this application are true.
8. In the case of a foreign legal entity, solemn declaration of its legal representative that, apart from the data already provided as per above, there is no obligation for the submission of further data/ legalization documents pursuant to the provisions of the law governing the foreign legal entity.

II. Update of legalization documents

If one or more of the documents submitted under section I has been amended, revoked or is no longer valid, the Contracting Transmission User must immediately submit to the Operator the updated legalization documents. The documents mentioned above produce legal effects for the purposes of this Agreement only when they have been duly received and acknowledged by the Operator. When submitting the updated/new documents, the Transmission User must jointly submit a solemn declaration by its legal representative confirming that the documents already submitted are still valid and have not been amended or revoked.

ANNEX 2

APPLICATION TEMPLATE FOR THE PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON A FIRM BASIS

I. APPLICATION FOR FIRM TRANSMISSION SERVICES

- **Name of the Transmission User:** [.....]
- **Transmission User EIC:** [.....]
- **Transmission Agreement Number:** [.....]
- **Service Provision Start Date:** [.....]
- **Service Provision End Date:** [.....]
- **Transmission Capacity Booking for Delivery at Entry Points, Reverse Flow Entry Points (*)**

No.	Entry Point Name	Reverse Flow Entry Point Name	Transmission Capacity booking for Delivery [kWh/day]

- Transmission Capacity booking for Reception at Exit Points, Reverse Flow Exit Points (*)

No.	Exit Point Name	Reverse Flow Exit Point Name	Transmission Capacity booking for Reception [kWh/day]

- Data of Transmission User's Authorized Representative who submits the Application for Firm Services

Full name :

ID Card
No.:

Address :

Postal Code :

Telephone :

Fax :

E-mail :

The requested Transmission Capacity for Delivery/Reception to be booked arises from the Transfer of Booked Transmission Capacity for Delivery/Reception, respectively, by virtue of the Approved Application for Firm Services with code number

The requested Transmission Capacity for Delivery/Reception to be booked arises from the Release of Booked Transmission Capacity for Delivery/Reception, respectively, by the Transmission User with EIC code

Place / Date of the Application

For and on behalf of the Transmission User
(Signature)
(Full name)

(* Filled in as applicable)

II. DECISION OF THE OPERATOR FOR THE APPROVAL OR REJECTION OF THE APPLICATION FOR FIRM SERVICES

On the submitted (file number) Application for Firm Services by the Transmission User with Transmission Agreement no., the **OPERATOR:**

APPROVES the Application, which is assigned the **unique code number** [.....]

REJECTS the Application, for the following reasons:

.....
.....

ANNEX 3

APPLICATION TEMPLATE FOR THE PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON AN INTERRUPTIBLE BASIS

I. APPLICATION FOR INTERRUPTIBLE TRANSMISSION SERVICES

- Name of the Transmission User: [.....]
- Transmission User EIC: [.....]
- Transmission Agreement Number: [.....]
- Service Provision Start Date: [.....]
- Service Provision End Date: [.....]
- Interruptible Transmission Capacity Booking for Delivery at
..... Entry Points (*)

No.	Entry Point Name	Interruptible Transmission Capacity Booking for Delivery [kWh/day]

- Interruptible Transmission Capacity Booking for Reception at Reverse
Flow Exit Points (*)

No.	Reverse Flow Exit Point Name	Interruptible Transmission Capacity Booking for Reception [kWh/day]

- Data of Transmission User's Authorized Representative who submits the Application for Interruptible Services

Full name :
 ID Card No. :
 Address :
 Postal Code :
 Telephone :
 Fax :
 E-mail :

Place / Date of the Application

For and on behalf of the Transmission User
(Signature)
(Full name)

(*) Filled in as applicable

NON OFFICIAL TRANSLATION

II. DECISION OF THE OPERATOR FOR THE APPROVAL OR REJECTION OF THE APPLICATION FOR INTERRUPTIBLE SERVICES

On the submitted (file number) Application for Interruptible Services by the Transmission User with Transmission Agreement no., the **OPERATOR**:

APPROVES the Application, which is assigned the **unique code number** [.....]

REJECTS the Application, for the following reasons:

.....
.....

Place / Date of Approval - Rejection [.....]

For and on behalf of the Operator
(Signature)
(Full name)

ANNEX 4

LETTER OF GUARANTEE TEMPLATE FOR AN INDEFINITE PERIOD OF TIME

To:

THE OPERATOR OF THE NATIONAL SYSTEM NUMBER

NATURAL GAS SOCIÉTÉ ANONYME EURO:#.....€
(DESFA S.A.)

Athens,/...../20....

Dear Sirs,

In respect of Natural Gas Transmission Agreement no. entered into on between the company under the company name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR” with the distinctive title “DESFA S.A.” (hereinafter the Operator), and “.....” with the distinctive title “.....” (hereinafter the Company) and upon order of the Company: “.....”.

We hereby expressly, irrevocably and unreservedly guarantee, in favour of the Company under the company name “.....”,, to pay to your company, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from Articles 853, 855ff and 866 of the Greek Civil Code, any amount up to the amount of euro (€.....) for the timely and due payment by the aforementioned Company of any debt arising from the provision by the Operator of services for the Transmission of Natural Gas, the timely and due execution of all obligations arising from the abovementioned Agreement for the Transmission of Natural Gas and the general contractual relationship between the Operator and the Company.

The amount mentioned above shall be kept at your disposal and shall be paid, on first demand, without any objections and offering no excuse, in whole or in part, within three (3) days from the receipt of your simple written claim and upon return of this letter of guarantee, without investigating the legality of your claim.

If untimely repayment applies to only part of the debt that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then this letter of guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or

on behalf of any third party. The Operator shall not incur taxes, levies or any charge related to a call on this letter of guarantee.

We will discharge the Company from present guarantee of indefinite period issued regarding above cause only upon due receipt of written statement on your behalf providing for our discharge of any liability in connection with present guarantee and upon return of present letter of guarantee to us. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

Yours sincerely,

.....
The Guarantor

NON OFFICIAL TRANSLATION

ANNEX 5

LETTER OF GUARANTEE TEMPLATE FOR A FIXED PERIOD OF TIME

To:

THE OPERATOR OF THE NATIONAL SYSTEM NUMBER

NATURAL GAS SOCIÉTÉ ANONYME EURO:#.....€

(DESFA S.A.)

Athens,/...../20....

Dear Sirs,

In respect of Natural Gas Transmission Agreement no. entered into on..... between the company under the company name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR” with the distinctive title “DESFA S.A.” (hereinafter the Operator), and “.....” with the distinctive title “.....” (hereinafter the Company) and up on order of the Company: “.....”.

We hereby expressly, irrevocably and unreservedly guarantee, in favour of under the company name “.....”,, to pay to your company, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from Articles 853, 855ff and 866 of the Greek Civil Code, any amount up to the amount of euro (€.....) for the timely and due payment by the aforementioned Company of any debt arising from the provision by the Operator of services for the Transmission of Natural Gas, the timely and due execution of all obligations arising from the above-mentioned Agreement for the Transmission of Natural Gas and the general contractual relationship between the Operator and the Company.

The amount mentioned above shall be kept at your disposal and shall be paid, on first demand, without any objections and offering no excuse, in whole or in part, within three (3) days from the receipt of your simple written claim and upon return of this letter of guarantee, without investigating the legality of your claim.

If untimely repayment applies to only part of the debt that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then this letter of guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or

on behalf of any third party. The Operator shall not incur taxes, levies or any charge related to a call on this letter of guarantee.

This Letter of Guarantee shall remain valid strictly until, 12:00 hours; past this deadline and provided that we have not been made aware of any claim by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null and void. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

Yours sincerely,

.....
The Guarantor

NON OFFICIAL TRANSLATION

ANNEX B

**STANDARD
FRAMEWORK AGREEMENT ON THE USE OF LIQUEFIED
NATURAL GAS (LNG) FACILITY**

NON OFFICIAL TRANSLATION

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Agreement number:

In Athens today, on of the year by and between the following Contracting Parties:

a) On the one hand, "THE HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A.", with the distinctive title "DESFA S.A.", registered in the General Electronic Commercial Registry with number, with registered office in, with TIN, Tax Office: ATHENS Tax Office for Sociétés Anonymes (FAE ATHINON), duly represented for the signing of this agreement by virtue of the Board of Directors minutes no. dated by, resident of, holder of ID card no., issued by, with TIN, Tax Office, hereinafter referred to as "the Operator", and

b) on the other hand, the company with the name "....." and the distinctive title ".....", registered in the General Electronic Commercial Registry with number, with registered office in the municipality of, with TIN, Tax Office:, duly represented for the execution of this agreement by by virtue of, resident of, holder of ID card no., issued by, with TRN, Tax Office, hereinafter referred to as "the LNG User", and jointly as the "Contracting Parties"/"Parties",

having regard to the fact that the other contracting party:

a. is registered in the Users' Registry of the National Natural Gas System (hereinafter NNGS) by virtue of the decision of the Regulatory Authority for Energy (hereinafter RAE) number, and

b. submitted (file number) an Application for the conclusion of a Framework Agreement for Usage of an LNG Facility (hereinafter "Application for the conclusion of an LNG Agreement) according to the template in Annex 1 of the Standard LNG Agreement, which was accepted by the Operator pursuant to the provisions of the Network Code for the Regulation of the National Natural Gas System (hereinafter "the Network Code").

Now, therefore, the following have been agreed and mutually accepted:

Article 1. Scope

1. The scope of the Framework LNG Facility Usage Agreement (hereinafter "LNG Agreement" or "Agreement") includes the provision by the Operator to the LNG User of the Standard LNG Service as well as of the other services foreseen in the specific provisions of Chapter [11] of the Network Code (hereinafter "LNG Services").

2. For this purpose, the LNG User shall submit to the Operator an Application for the Usage of an LNG Facility (hereinafter "LNG Application") drafted according to the template in Annex 2 of this Agreement. For the submission of an LNG Application, as well as in order to carry out any action foreseen under this Agreement pursuant to the

Network Code and the relevant legislation, the LNG User shall lawfully issue specific authorization to a representative, without limit to the amount of the financial obligations thus undertaken.

Given that the LNG Application fulfills the requirements of the Agreement and the conditions of the relevant provisions of the applicable legislation, it shall be accepted by the Operator (hereinafter “Approved LNG Application”), otherwise it shall be justifiably rejected and the RAE shall be notified of the rejection.

3. Any LNG Application which is accepted by the Operator is deemed to be an “Approved LNG Application”. Approved LNG Applications shall be revoked only for an important reason and only following an agreement with the Operator, pursuant to the provisions of paragraph 1 of Article 13 of this Agreement.

4. The Annexes to this Agreement constitute an integral and indivisible part of this Agreement.

5. Unless otherwise specified, the terms used in the Agreement have the meaning given to them in Law 4001/2011 (hereinafter “Law”), in the Network Code and in the Tariff Regulation of Basic Activities of the National Natural Gas System (hereinafter “Tariff Regulation”).

Article 2. Term

1. This Agreement is concluded for an indefinite term. It shall enter into force on and shall be valid until it is terminated pursuant to the provisions of Article [10] thereof.

2. Without prejudice to the provisions of Article [10] of the LNG Agreement, the start date and end date of the provision of LNG services shall be determined in the relevant Approved LNG Application, also pursuant to the provisions of Article [71] of the Network Code.

Article 3. Obligations of the Contracting Parties

1. The Operator shall provide to the LNG User LNG Services in accordance with the terms of the Agreement and the data of each Approved LNG Application in the most economical, transparent and direct way, without discriminating between the LNG Users.

2. The LNG User must deliver LNG to the LNG Facility which meets the Natural Gas Quality Specifications stipulated by the Network Code and the applicable legislation and must duly and timely pay to the Operator any financial obligations of any nature arising from the Agreement, the Network Code and the relevant legislation.

3. It is explicitly agreed that, for the purposes of the Agreement, the Booked Gasification Capacity of the LNG User shall be as determined in the “Approved LNG Application”.

4. It is explicitly agreed that the terms of provision of the Standard LNG Service may be amended when the requirements referred to in Articles [87] and [71] of the Network Code are met, subject to the terms and the procedure laid down therein.

5. It is explicitly agreed that any matter that is not foreseen in this Agreement shall be governed by the Network Code and the relevant legislation.

Article 4. Pricing and Payments

1. The LNG User must pay a monthly fee to the Operator (hereinafter “Fee”) for the provision of the services agreed in the Agreement and each Approved LNG Application by the latter. The Fee is calculated and invoiced pursuant to the provisions of the Network Code, the Tariff Regulation, the Usage Tariff of the NNGS and the relevant delegated acts. It is explicitly agreed that the LNG User shall incur any tax, duty or other relative charge to the aforementioned Fee, as may be imposed in accordance with the applicable legislation. The Operator shall pay monthly to the LNG User the amount of charges due to it pursuant to the provisions of the Network Code, the Tariff Regulation, the NNGS Usage Tariff and the relevant delegated acts.

2. The LNG User acknowledges that the Operator’s Fee is fair and reasonable, proportionate to the services provided, and not subject to restrictions, terms, conditions and reservations, offsetting or any reductions, save as otherwise stipulated by the applicable legislation -

3. The LNG User shall be invoiced monthly. The relevant settlement shall be made as set out in the Tariff Regulation and the NNGS Usage Tariff. The invoice for each calendar month shall be issued and sent by the Operator by the twentieth (20th) calendar day of the following calendar month. It is explicitly agreed that the Contracting Parties shall fulfill their financial obligations towards each other, as these are specified in each monthly invoice, by the Due Date. The Due Date for each invoice shall be the tenth (10th) business day from the day on which the invoice was received by its recipient.

4. The invoice shall state in detail at least the following, in relation to the relevant calendar month:

a) The LNG User’s financial obligations towards the Operator, as follows:

The Operator’s Fee that is payable by the LNG User, and:

- (i) Separately, every charge stipulated by this Agreement or by the provisions of the Network Code, the Tariff Regulation and the NNGS Usage Tariff .
- (ii) Any other debt due by the LNG User arising from this Agreement and by the applicable legislation.
- (iii) The sum of any taxes, duties or other charges that may be incurred by the LNG User in accordance with the applicable legislation.
- (iv) The total amount that is due by the LNG User.

b) The Operator’s financial obligations to the LNG User, as follows:

- (v) Credits arising from this Agreement and in accordance with the applicable legislation.
- (vi) Any other debt due by Operator to the LNG User arising from this Agreement and in accordance with the applicable legislation.
- (vii) Any taxes, duties or other charges that may be incurred by the Operator in accordance with the applicable legislation.
- (viii) The total amount that is due by the Operator.

5. If the LNG User does not pay the total amount due on the Due Date, such amount shall become due and payable. In such a case:

a) in addition to the due amount, the LNG User shall be charged with default interest calculated from the day after the Due Date at the default rate as is determined by the Bank of Greece, until the full payment of the amount due.

b) the Operator shall notify the LNG User by any appropriate means that, if the payable amount is not fully and duly paid within three (3) business days from the aforementioned notification, the Operator's obligation to provide the services agreed by virtue of this Agreement and any Approved Application shall be suspended from the day after above deadline has elapsed and until full and due payment, without need of any further notification of the LNG User and without any obligation on the part of the Operator to pay any indemnity for the cessation of the provision of the aforementioned services for this reason.

c) the Operator may terminate the Agreement in accordance with Article [10] of this Agreement; and

d) other consequences provided for by the applicable legislation shall apply.

6. It is explicitly agreed that, if the LNG User disputes the amount of the financial obligations referred to in paragraph [4(a)] or [4(b)], these amounts shall be payable despite any referral of the dispute to amicable settlement, arbitration or litigation as stipulated by Article [12] of the LNG Agreement. Any unduly paid or non-credited amounts shall be paid with interest, at the default rate as determined by the Bank of Greece.

Article 5. Measurements and Tests

Any issue relating to:

a) the process and method of measurement of LNG quantity and quality which is delivered to or stored at the LNG Facility,

b) the access process of the LNG User to the measuring devices, and

c) the settlement of disputes between the Parties regarding measurements,

shall be governed by the relevant provisions of the Network Code and the Measurement Regulation of the NNGS.

Article 6. Liability of the Contracting Parties

1. Without prejudice to paragraph [4] of this Article and any other specific provisions of the Network Code, the Contracting Parties are restrictively obliged to compensate for incidental damages due to willful failure to perform any obligations as per present Agreement, as specified in the following paragraphs of this Article. The Parties are not liable for compensation in case of consequential damages.

2. The Operator must compensate for any incidental damages incurred by the LNG User as a result of willful failure to perform or willful defective performance of the Operator's obligations that arise from the Agreement, pursuant to the specific provisions of this Article and mainly:

a) loss of LNG, except in the cases foreseen in Article [80] of the Network Code,

b) damages caused during the reception of LNG by a vessel owned or fitted out by the LNG User at the LNG Facility (arms connecting a vessel to a terminal).

3. The LNG User must compensate for any incidental damages incurred by the Operator, the Operator's facilities or third parties whom the Operator must compensate during the fulfillment of its obligations arising from or related mainly to:

- a) the collision of an LNG vessel owned or chartered by the LNG User at the Operator's LNG terminal facilities,
- b) environmental pollution caused by an LNG vessel owned or chartered by the LNG User.

If the LNG User does not own or did not charter the LNG vessel, then the LNG User and the vessel's owner or charterer/operator shall cumulatively assume liability for the compensation of the Operator for damages caused by a collision of the LNG vessel or environmental pollution, as applicable.

4. Without prejudice to cases where it is proven that the Contracting Parties and/or their agents acted willfully or with gross negligence, it is expressly agreed that the total liability sum to be borne by the Parties for the willful failure to perform or for defective performance of their obligations arising from this Agreement, including the agent's fault liability of Article 334 and the tort liability as per Articles 914, 922 and 932 of the Greek Civil Code, may not exceed annually one million (€1,000,000) euro (Annual Compensation Limit of the LNG Agreement).

5. In order for an LNG User to substantiate a claim for compensation from the Operator, as set out in the previous paragraphs, the User shall submit to the Operator a request for the provision of detailed information and intelligence. The information and the evidences to be sought must be set out specifically and be directly related to the claim and their provision must not be contrary to the Operator's obligations of confidentiality arising from the applicable legislation. In this request, the LNG User must also provide detailed intelligence, especially with regard to the following:

- A) the nature of the loss and the date on which it occurred,
- B) the quantification of the direct material damage that the LNG User invokes,
- C) analysis and documentation of the costs and expenses incurred to restore direct damages to property, for which the User is entitled to be compensated from by the Operator.

6. The Operator must provide to the LNG User the requested evidences within a period no longer than thirty (30) days from the submission of the relevant request by the LNG User as per the previous paragraph.

Article 7. Force Majeure

1. "Force Majeure" shall mean any unforeseen and extraordinary situation or event beyond the effect and control of the Contracting Parties which could not have been avoided even if the parties had demonstrated extreme caution and diligence, as expected from a reasonable and prudent contracting party, and prevents either Contracting Party to fulfill its contractual obligations, per terms of the Agreement. It is agreed that Force Majeure may indicatively include: natural disasters, strike, lockout, actions of the Government or any Governmental Authority, war, revolution, riot, land subsidence, fire, flood, earthquake, explosion, rupture or accident in any transmission and LNG facility or other facilities or equipment necessary for the

provision of the LNG Services under Article [1] of the Agreement, whose degree and extent renders the provisions of such services impossible.

2. More specifically, it is expressly agreed that Force Majeure events shall not include the events and incidents that fall within the scope of Chapter [10] of the Network Code. In these cases, the special provisions of Chapter [10] of the Network Code shall apply and not the provisions of this Article.

3. In case of a Force Majeure event, the Contracting Parties shall comply with the specific provisions of the Network Code.

Article 8. Guarantees

1. The LNG User must provide the Operator with a guarantee for the performance of its obligations towards the Operator, as these arise from the Agreement, including the obligation to pay any charges arising from the Agreement. This guarantee shall be provided pursuant to the more specific provisions of Chapter [3^A] of the Network Code and of the Agreement.

2. The LNG User may choose the way to perform the obligation for the provision of a guarantee, provided that the provisions of Article [21^B] of the Network Code are met and according to the following paragraphs.

3. The LNG User may choose one or a combination of the following forms of guarantee:

A) Deposit or transfer of cash to a bank account owned by the Operator exclusively for this purpose (Guarantee Cash Amount). The Guarantee Cash Amount shall be taken into account in calculating the User's Net Position from the day it has been credited to the Operator's account, pursuant to the provisions of Article [21^E] of the Network Code.

B) Bank Letter of Guarantee (Letter of Guarantee) In such a case, the Letter of Guarantee must be issued by a Bank or Credit Institution legally operating in a Member State of the European Union or the European Free Trade Association and its content must comply with the template in Annex [3] and/or Annex [4] of the Agreement or their exact translation in the English language. The Letter of Guarantee shall be irrevocable, having indefinite and/or of definite term and shall contain a waiver from the rights of division and excussion and the rights stipulated in Articles [853], [855ff], [856], [867] and [868] of the Civil Code, as appropriate. The Letter of Guarantee to be provided shall be taken into account in calculating the User's Net Position, pursuant to the provisions of Article [21^E] of the Network Code.

4. The amount of the guarantee that the LNG User must provide proportionally to the Gasification Capacity booked by virtue of an Approved LNG Application shall be calculated as follows:

A) If the term of the Approved LNG Application is equal to or longer than three hundred and sixty-five (365) consecutive days, the amount of the guarantee shall be equal to thirty per cent (30 %) of the annual capacity charge corresponding to the Gasification Capacity booked by the LNG User by virtue of the Approved LNG Application, as this charge has been calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

B) If the term of the Approved LNG Application is shorter than three hundred and sixty-five (365) consecutive days, the amount of the guarantee shall be equal to fifty per cent (50 %) of the annual capacity charge corresponding to the Gasification Capacity booked by the LNG User by virtue of the Approved LNG Application, as this charge has been calculated pursuant to the Tariff Regulation and the NNGS Usage Tariff.

5. If, during the term of an Approved LNG Application and pursuant to the provisions of the Network Code, the Gasification Capacity booked by the LNG User under the Approved LNG Application changes, the amount of the guarantee for booking Gasification Capacity shall be adjusted as follows:

A) In the case of an increase in the Gasification Capacity booked by the LNG User: The Operator shall calculate the amount of the guarantee on the Gasification Capacity booked by the LNG User resulting from the change. Without prejudice to case (C) below, the adjusted amount of the guarantee for the booking of Gasification Capacity shall be taken into account in calculating the Minimum LNG User Guarantee Limit on the Day the change was effected.

B) In case of a decrease in the Gasification Capacity booked by the LNG user: The Operator shall calculate the amount of the guarantee based on the Gasification Capacity booked by the LNG User resulting from the change. The adjusted amount of the guarantee shall be taken into account in calculating the Minimum User Guarantee Limit on the following business Day from the Date of payment in full by the LNG User of any amount due to the Operator, according to the invoice for the Month during which the change was effected.

C) In the case of consecutive variations in the Gasification Capacity booked by the LNG User: The Operator shall calculate the amount of the guarantee based on the LNG User's Gasification Capacity resulting from any change. If the adjusted amount of the guarantee for booking Gasification Capacity is higher than any previous guarantee during the Month in which the change was effected, the adjusted amount of the guarantee shall be taken into account in calculating the Minimum LNG User Guarantee Limit from the Day on which the change was effected. Should this not be the case, the adjusted amount of the guarantee for booking Gasification Capacity shall be taken into account in calculating the Minimum User Guarantee Limit on the following Business day from the Date of payment in full by the LNG User of any amount due to the Operator, according to the invoice for the Month during which the change was effected.

6. Without prejudice to the provisions of paragraphs [8], [9] and [10] of this Article, provided that:

A) The LNG User's Net Position for Day (d) is positive, and

B) All overdue debts of the LNG User arising from the Agreement until Day (d) have been paid in full, and

C) The LNG User has requested it,

the Operator must reimburse, without interest, part of the total guarantee up to an amount that equals the User Net Position of the LNG User on Day (d) minus the part of the guarantee which corresponds to the booking of capacity by the LNG User following the publication of the User Net Position for the Day (d), pursuant to case (B) of paragraph 1 of Article [21^F] of the Network Code, and until the time the

request was submitted. From the time of the submission of the request and onward, the part of the guarantee that is to be returned shall not be taken into account in calculating the adequacy of the available guarantees for capacity booking pursuant to Article [21^F] of the Network Code.

7. The Operator shall return the part of the guarantee to the requesting LNG User with the following process:

A) The application for the return of the part of the guarantee for Day (d) shall be submitted following the publication of the User Net Position for Day (d) and before the publication of the User Net Position for Day (d+1).

B) Within five (5) business Days from Day (d), the Operator shall return to the LNG User, without interest, the Guarantee Cash Amount that has been deposited to the Operator's account and has been calculated according to paragraph [6]. If the part of the guarantee that the LNG User requests to be returned to him is higher than the amount that is calculated according to paragraph [6], the Operator shall return to the LNG User the amount that is calculated according to paragraph [6].

C) If, following case (B) above, there is a remaining part of the guarantee to be returned to the LNG User, the Operator, within ten (10) business Days from Day (d), shall proceed to the relevant reduction of the Letter of Guarantee that has been provided by the LNG User and according to the Letter's terms.

8. If the LNG User's Net Position on Day (d) and on Day (y), which is determined to be the following business day after Day (d), is negative, pursuant to Articles [21^D] and [21^E] of the Network Code, the Operator shall cease, as of Day (y+1), to provide the services agreed on by virtue of the Agreement and of any Approved Application that is valid on Day (y+1), without further notification of the LNG User and without any obligation to pay any indemnity for the cessation of the provision of the above-mentioned services for this reason. If the LNG User provides the required guarantee, pursuant to the provisions of Article [21^E] of the Network Code, so that the User's Net Position is at least zero on Day (y+1), the Operator shall resume the provision of services to the User from Day (y+2). If that the LNG User provides the required guarantee, pursuant to the provisions of Article [21^E] of the Network Code, so that the User's Net Position is at least zero on Day (y+2), the Operator shall resume the provision of services to the Transmission User from Day (y+3). The non-provision by the User of the required guarantee within the aforementioned deadlines shall automatically constitute a reason for the termination of the Agreement pursuant to Article [10] of the Agreement.

9. Without prejudice to the other rights of the Operator, as these are set out in the Agreement, the Network Code and the Law, if the LNG User breaches any of the Agreement's contractual terms, the Operator, in order to ensure its interest and claims, may cumulatively and at its sole discretion:

A) Retain, in whole or in part, the Guarantee Cash Amount that has been deposited by the LNG User to the Operator's bank account, and

B) Request the forfeiture, in whole or in part, of the Letter of Guarantee according to its more specific terms,

without any obligation from the Operator side to determine or substantiate the reasons for which it retained the Guarantee Cash Amount and/or requested the forfeiture of the Letter of Guarantee.

10. In case the Letter of Guarantee is forfeited and/or the Guarantee Cash Amount is retained by the Operator and if the forfeiture of the Letter of Guarantee or/and the retention of the Guarantee Cash Amount results in the LNG User's Net Position becoming negative, the LNG User must, on the Day after the Operator's relevant notice, deposit a new Guarantee Cash Amount, so that the LNG User's Net Position may become at least zero, pursuant to the provisions of Article [21^E] of the Network Code. If, after having received the Operator's notice, the LNG User's Net Position remains negative, for this reason, the Operator shall cease to provide the services that have been agreed by virtue of the Agreement and any Approved Application that is valid at that time. Breach of this obligation by the LNG User shall form serious grounds for termination of the Agreement by the Operator in accordance with Article [10] hereof.

11. It is explicitly agreed that the Operator shall bear no responsibility for the compensation of any damages suffered by the LNG User or a third party (incidental or consequential, financial or of any other form, present or future) by the cessation of the provision of the services agreed by means of the Agreement and every Approved Application for the reasons set out in the Agreement and the provisions of the relevant legislation.

12. If the Agreement is terminated or resolved for any reason and until the full payment by the LNG User to the Operator of the total of the arrears arising from this Agreement, the LNG User may not submit a new Application for the conclusion of an LNG Agreement.

Article 9. Substitution

Without prejudice to any specific provision, neither Contracting Party may be substituted in their rights and obligations arising from the Agreement, without the prior written consent of the other Contracting Party. The Contracting Party that wishes to be substituted (the substitution beneficiary) by a third person shall notify the other Contracting Party of its intention, supplying all necessary business and technical information on the third person and submitting at the same time an explicit and unreserved declaration by the third person addressed to the other Contracting Party stating that the third person will take over all rights (transfer of claims) and obligations (assumption of debt) of the substitution beneficiary arising from this Agreement. Within a time limit of fifteen (15) days, the Opposite Party shall promptly notify the substitution beneficiary, in writing, regarding the acceptance or rejection of the substitution suggested. Until the provision of the required guarantees by the third persons pursuant to Article 8 of this Agreement, the substitution shall have no legal effect. Rejection of the request for substitution or expiry of the above deadline ineffectively shall entail rejection of the substitution and shall constitute serious grounds for either Contracting Party to terminate the Agreement, pursuant to the provisions of Article [10] hereof.

Article 10. Contract Termination – Notice of termination

1. In case of either Contracting Party's dissolution, bankruptcy, liquidation, situation of mandatory administration, situation of cessation of payment as well as in case of revocation or annulment of the Transmission User's registration in the NNGS User Registry, revocation of incorporation license or any other license required for the lawful exercise of either Contracting Party's activities, the Agreement shall be terminated automatically from the date when the Operator has received written notification of any of the events mentioned above. The Agreement shall be automatically terminated in case of Force Majeure lasting for a period of over six (6) months, unless otherwise agreed by the Contracting Parties.
2. The Contracting Parties may mutually agree the termination of the Agreement at any time, subject to the settlement of any pending matters between them.
3. Without prejudice to more specific cases of termination foreseen in this Agreement, either of the Contracting Parties may terminate the Agreement at any time, provided that there is not any valid Approved Application in force.
4. Notice of termination shall be made in writing and shall become effective on its due service delivery to the other Contracting Party. Upon due service of the notice of termination of the Agreement, the Operator shall cease to provide any service to the Transmission User as per any Approved Applications and all mutual financial claims of any nature the Contracting Parties shall become automatically due and payable.

Article 11. Confidentiality Obligations

1. The Contracting Parties already acknowledge and are bound by the confidential nature:
 - a) of all documents and data communicated or to be communicated to them during the agreement's duration, which are related to the Agreement and its execution, and
 - b) of the information exchanged in the performance of the Agreement, and they undertake the duty to use such documents, data and information only for the purposes of the Agreement and refrain from disclosing them in part or in whole to third parties. Specifically, the Operator shall not communicate documents to persons employed in Natural Gas Companies in which the Operator participates or which are affiliates of the Operator, unless with the prior written consent of the other Contracting Party. Confidential information shall not include any general information relating to the operation of the NNGS and its Users or third parties, information about historical data and statistics, as well as any other information that has been legally published or characterized by the applicable provisions as public.
2. The Contracting Parties guarantee and shall take any measure for imposing the above duties of fidelity, confidentiality, and protection of the professional or trade secrecy on their employees and all sorts of associates, as well as the related companies of the Contracting Parties, and their employees and all sorts of associates.
3. The above obligations shall be binding upon the Contracting Parties during the term of the Agreement as well as after its termination in any way whatsoever.

Article 12. Applicable Law - Settlement of Disputes - Jurisdiction

1. This Agreement shall be governed by Greek Law and any dispute arising from or in connection with its performance or interpretation shall be resolved in accordance with the applicable Greek legislation.
2. Any term of the Agreement that is contrary to the Law or the Network Code or relevant delegated acts shall be automatically void. Invalidity of any term shall not entail invalidity of the Agreement as a whole.
3. The Contracting Parties undertake the obligation to make any possible effort for the amicable settlement of disputes arising during the execution of the Agreement. To this end, either Contracting Party may invite the other Party to amicably settle a dispute. Within three (3) business days from the proved delivery of the invitation to the Contracting Party it is addressed to, the Contracting Parties shall appoint and notify each other of their representatives to the settlement, and shall negotiate in good faith and in line with commercial practice to settle the dispute. The settlement process shall be completed within thirty (30) days from the invitation for amicable settlement; the outcome of this negotiation shall be binding upon the Contracting Parties.
4. If the dispute cannot be settled amicably, the Contracting Parties may refer it to arbitration, in accordance with the provisions of the Civil Procedure Code or Article [37] of the Law. In particular, in case of a dispute relating to measurements and as long as such dispute has not been settled amicably, as per paragraph [3] hereof, it is hereafter agreed that the dispute shall be referred to a mutually accepted expert, in accordance with the procedure described in the “NNGS Measurements Regulation”.
5. If the dispute cannot be resolved following the procedure described in paragraphs [3] and [4] above, the Courts of Athens shall be competent to resolve any dispute arising from the Agreement.

Article 13. Amendments to the Agreement

1. Without prejudice to the following paragraph and the cases stipulated by the Network Code, for any amendment to the LNG Agreement and any Approved LNG Application, a written agreement between the Contracting Parties is required, while any other means of proof shall be excluded.
2. In case of amendment to the terms hereof due to a revision of the applicable legislation, the Contracting Parties acknowledge that the Agreement shall be thereafter governed by the new regulatory framework and shall draft a new contract within an exclusive deadline of two (2) months or within such a deadline as may be stipulated in the new provisions. If this paragraph applies, the LNG User shall retain the right to terminate the Agreement at no cost within the time limit referred to in the previous subparagraph, upon prior due of all debts to the Operator. If the deadline for the readjustment of the Agreement elapses without action and the Agreement has not been terminated by the LNG User within such deadline, as above, the Operator reserves the right to terminate the Agreement within ten (10) days from expiration of the time limit, without incurring any liability.

Article 14. Final Provisions

- 1.** Both Contracting Parties declare that they are aware of and accept without any reservation the provisions of the Law, the Network Code and the applicable legislation. The Contracting Parties declare that the Agreement shall be fully binding in all of its terms and Annexes, all of which the Contracting Parties acknowledge to be material.
- 2.** Pursuant to paragraph 4 of Article 109 of the Network Code, access to and use of the Electronic Information System shall be governed by the terms and conditions determined and amended, if required, by the Operator, which shall be notified to the LNG User and shall be accepted before access to and use of the Electronic Information System. The terms and conditions for access to and use of the Electronic Information System, are binding for both the LNG User and the Operator, must be read together and complement to the legal provisions and the terms and agreements that govern the contractual relationship between the LNG User and the Operator. The LNG User must be given the possibility to become aware of the terms and conditions for the access to and use of the Electronic Information System, as applicable, whenever is requested.
- 3.** The Contracting Parties hereby undertake to act in good faith when performing of their obligations arising from the Agreement and to take all the necessary steps to implement it.
- 4.** If either Contracting Party doesn't exercise by either Contracting Party of any of the rights granted under the Agreement it shall in no case be construed as a waiver of such right, and the relevant Contracting Party may at any time demand fulfillment of the contractual terms.
- 5.** It is explicitly agreed that, if any of the terms of the Agreement becomes void for any reason, the voidness of such term shall not cause the voidness of the Agreement in its entirety; however, the Parties must amend the Agreement within the deadline of paragraph [2] of Article [13] hereof, in order to ensure that the above term is compliant with the provisions of mandatory law to which such term is contrary.
- 6.** All notices or communications of documents relating to the Agreement during the contractual term and after termination of the Agreement in any way shall be made at the communicated addresses and to the representatives of the Contracting Parties, as stated in the preamble of the Agreement. In case of change of the address of either Contracting Party, the latter shall communicate such change of address to the other party, otherwise all notices or communications relating to the Agreement shall be made validly at the relevant Contracting Party's address as stated in the preamble of the Agreement. In case of absence or replacement of a Contracting Party's legal representative, the relevant Contracting Party shall notify the other party of the representative's replacement.

In witness hereof, this Agreement together with the above annexes was prepared in three (3) copies, its contents were read and attested, and signed as follows. Each party received one copy, and one copy shall be legally and timely communicated to the competent Tax Office.

THE CONTRACTING PARTIES

<p style="text-align: center;">For the Operator Société Anonyme under the trade name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR S.A."</p> <p style="text-align: center;">The legal representative, (corporate seal)</p>	<p style="text-align: center;">For the LNG User “ ”</p> <p style="text-align: center;">The legal representative, (corporate seal)</p>
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NON OFFICIAL TRANSLATION

ANNEX 1

**APPLICATION FOR THE CONCLUSION OF AN LNG FACILITY
USAGE FRAMEWORK AGREEMENT**

**APPLICATION FOR THE
CONCLUSION OF AN LNG
FACILITY USAGE
FRAMEWORK AGREEMENT**

TO THE NNGS OPERATOR

Of
.....
registered office
at Number
.....
TIN
Tax Office
EIC Code

being represented for the submission
hereof pursuant to
.....

by
.....
resident of
Identity Card Number
.....
issued by
on

Contact numbers:
.....
.....
Fax
E-mail

(place)
(date)

Having regard to the provisions of Law
4001/2011 (Government Gazette, Series I, No
179, hereinafter called the Law), the NNGS
Network Code and RAE decision no.
..... on the approval of the Standard
Framework Agreement on the Use of Liquefied
Natural Gas (LNG) Facility, I hereby:

A. 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. Request to enter into an Agreement for the Use
of a Liquefied Natural Gas (LNG) Facility.

To this end, the following documents and
information are attached hereto:

- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

Sincerely,

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

ANNEX 1A

DOCUMENTS SUBMITTED WITH THE APPLICATION FOR AN LNG FACILITY USAGE FRAMEWORK AGREEMENT

I. Legalizing Documents

1. Duly certified copy of the applicant User's Articles of Association, including all recent amendments, certified by the competent supervising authority and, in the case of a S.A. or a Ltd. company, certified by the General Electronic Commercial Registry including all amendments after incorporation or since the last codification. If the registered office of the applicant is located abroad, a certificate of Good Standing, or an equivalent document issued by the competent supervising authority in the area of the applicant's registered office.
2. Duly certified copies of the applicant User's legalization documents, i.e. in the case of a S.A., minutes of the General Meeting on the appointment of the existing Board of Directors and minutes of the Board of Directors on its constitution; in the case of an Ltd., Minutes of the Board of Directors on the appointment of the Administrator(s) as well as minutes on the appointment of a legal representative of the User for the submission of the application and the execution of the Agreement, without restrictions as to the amount of the financial obligations assumed.
3. If the applicant User has a legal form other than that of an S.A. or a Ltd. company, the Articles of Association and any amendments thereto are required, as well as official legalization documents, depending on the applicant's legal form, in order to identify the natural person having legal authority/ power of representation. If the applicant's registered office is located abroad, the applicant shall submit documents and certificates equivalent to the above, issued by a competent foreign authority, which identify the natural person having legal authority/ power of representation.
4. RAE decision on the applicant's registration in the NNGS User Register.
5. In the case of as S.A., a recent certificate (issued within 30 days before the Application for the conclusion of an Agreement) of the General Electronic Commercial Registry, attesting all amendments to the Articles of Association and the submission of Board of Directors minutes with regard to the company's representation.
6. In the case of Limited companies and partnerships, recent certificate of amendments (issued within 30 days before the Application for the signature of an Agreement) of the General Electronic Commercial Registry.
7. Solemn declaration whereby the applicant User, as legally represented, declares that the data submitted with this application are true.
8. In the case of a foreign legal entity, solemn declaration of its legal representative that, apart from the data already provided as per above, there is no obligation for the submission of further data/ legalization documents pursuant to the provisions of the law governing the foreign legal entity..

II. Update of legalizing documents

If one or more of the documents submitted under section I has been amended, revoked or is no longer valid, the Contracting LNG User must immediately submit to the Operator the updated legalization documents. The documents mentioned above produce legal effects for the purposes of this Agreement only when they have been duly received and acknowledged by the Operator. When submitting the updated/new documents, the LNG User must jointly submit a solemn declaration by its legal representative confirming that the documents already submitted are still valid and have not been amended or revoked.

NON OFFICIAL TRANSLATION

ANNEX 2

MODEL APPLICATION FOR THE USAGE OF AN LNG FACILITY

I. LNG APPLICATION

- **Name of the LNG User:** [.....]
- **LNG User EIC:** [.....]
- **LNG Agreement number:** [.....]
- **Service Provision Start Date:**
- **Service Provision End Date:**
- **Booked LNG Gasification Capacity:** [kWh/day]
- **Total number of loads during a Month:**

Year	Month	Number of loads

- **Offloading schedule:**

Year	Month	Intended LNG Load Offloading Day	Intended Start Date of Initial Offloading Period	Intended Temporary Storage Period (Days)	Vessel's Name	LNG Load Quantity [kWh]	Estimated LNG Load Injection Time [hours]

- Statement, including as applicable:

A) The total Booked Delivery Transmission Capacity of the LNG User, in its capacity as Transmission User, at the LNG Entry Point (kWh/Day)

B) Data of Uninterruptible Transmission Applications and the Transmission Capacity for Delivery that the LNG User has requested to book, in its capacity as Transmission User, at the LNG Entry Point (kWh/Day).

C) EIC Codes of the Transmission Users it will serve, and the Transmission Capacity for Delivery booked by said Users, at the LNG Entry Point (kWh/Day).

- Data of the Authorized Representative of the LNG User who signs the LNG Application

Full name :
ID Card
No. :
Address :
Postal Code :
Telephone :
Fax :
E-mail :

Place / Date of the Application

For the LNG User
(Signature)
(Full name)

II. DECISION BY THE OPERATOR FOR THE APPROVAL OR REJECTION OF THE LNG FACILITY USAGE APPLICATION (APPROVED LNG APPLICATION)

On the submitted (file number) Application for the Usage of an LNG Facility by the LNG User, with LNG Agreement number, the **OPERATOR**:

APPROVES the Application, which is assigned the **unique code number** [.....]

REJECTS the Application, for the following reasons:

.....
.....

Place / Date of Approval - Rejection [.....]

For the Operator
(Signature)
(Full name)

ANNEX 3

LETTER OF GUARANTEE TEMPLATE FOR AN INDEFINITE PERIOD OF TIME

To: NUMBER
THE OPERATOR OF THE NATIONAL SYSTEM
EURO:#.....€
NATURAL GAS SOCIÉTÉ ANONYME
(DESFA S.A.)

Athens,

...../...../20....

Dear Sirs,

In respect of Liquefied Natural Gas Facility Use Agreement no. entered into on between the company under the company name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR" with the distinctive title "DESFA S.A." (hereinafter the Operator), and "....." with the distinctive title "....." (hereinafter the Company) and upon order of the Company: ".....".

We hereby expressly, irrevocably and unreservedly guarantee, in favour of the Company under the company name ".....",, to pay to your company, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from Articles 853, 855ff and 866 of the Greek Civil Code, any amount up to the amount of euro (€.....) for the timely and due payment by the aforementioned Company of any debt arising from the provision by the Operator of services of Liquefied Natural Gas, the timely and due execution of all obligations arising from the abovementioned Agreement for the Usage of a Liquefied Natural Gas Facility and the general contractual relationship between the Operator and the Company.

The amount mentioned above shall be kept at your disposal and shall be paid, on first demand, without any objections and offering no excuse, in whole or in part, within three (3) days from the receipt of your simple written claim and upon return of this letter of guarantee, without investigating the legality of your claim.

If untimely repayment applies to only part of the debt that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then this letter of guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or on behalf of any third party. The Operator shall not incur taxes, levies or any charge related to a call on this letter of guarantee.

We will discharge the Company from present guarantee of indefinite period issued regarding above cause only upon due receipt of written statement on your behalf

providing for our discharge of any liability in connection with present guarantee and upon return of present letter of guarantee to us. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

Yours sincerely,

.....
The Guarantor

NON OFFICIAL TRANSLATION

ANNEX 4

LETTER OF GUARANTEE TEMPLATE FOR A FIXED PERIOD OF TIME

To: NUMBER

THE OPERATOR OF THE NATIONAL SYSTEM

EURO:#.....€

NATURAL GAS SOCIÉTÉ ANONYME
(DESFA S.A.)

Athens,

...../...../20....

Dear Sirs,

In respect of Liquefied Natural Gas Facility Use Agreement no. entered into on..... between the company under the company name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR” with the distinctive title “DESFA S.A.” (hereinafter the Operator), and “.....” with the distinctive title “.....” (hereinafter the Company) and up on order of the Company: “.....”.

We hereby expressly, irrevocably and unreservedly guarantee, in favour of under the company name “.....”,, to pay to your company, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from Articles 853, 855ff and 866 of the Greek Civil Code, any amount up to the amount of euro (€.....) for the timely and due payment by the aforementioned Company of any debt arising from the provision by the Operator of services of Liquefied Natural Gas, the timely and due execution of all obligations arising from the above-mentioned Agreement for the Usage of a Liquefied Natural Gas Facility and the general contractual relationship between the Operator and the Company.

The amount mentioned above shall be kept at your disposal and shall be paid, on first demand, without any objections and offering no excuse, in whole or in part, within three (3) days from the receipt of your simple written claim and upon return of this letter of guarantee, without investigating the legality of your claim.

If untimely repayment applies to only part of the debt that is secured by this guarantee and your company procures this guarantee for partial payment as per above, then this letter of guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or on behalf of any third party. The Operator shall not incur taxes, levies or any charge related to a call on this letter of guarantee.

This Letter of Guarantee shall remain valid strictly until, 12:00 hours; past this deadline and provided that we have not been made aware of any claim by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null and void. We also certify that all guarantee letters that have been issued by us and are in force which are addressed to the Greek State, Legal Entities of Public Law, Legal Entities of Private Law etc, including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the relative legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

Yours sincerely,

.....
The Guarantor

NON OFFICIAL TRANSLATION