

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

UNOFFICIAL TRANSLATION

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Agreement number:

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

a) The Société Anonyme, under the name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR” with the distinctive title “DESFA SA”, being the competent entity for the operation, management, exploitation and development of the National Natural Gas System (NNGS), in accordance with Article 7 of Law 3428/2005 (Government Gazette 313 A/27.12.2005), with registered office in, at, TRN.....

....., ATHENS Tax Office Société Anonyme (ΦΑΕ ΑΘΗΝΩΝ), being legally represented hereto

pursuant to minutes No of its Board of Directors by..... hereinafter called the “Operator”; and

b) the company under the name “” with the distinctive title “.....”, with registered office in the municipality of

....., TRN:, Tax Office of, being legally represented hereto by

....., pursuant to..... of....., resident of, at St.....

....., holder of ID Card No..... issued by, holder of TRN, Tax Office of

....., hereinafter called the “LNG User”.

And considering that the LNG User is registered in the Register of NNGS Users, in accordance with Article 72 of Law 4001/2011 (Government Gazette 179 A/22.08.2011, hereinafter called the Law) under the particulars and the requirements of Article 71(1) of the NNGS Operation Code (hereinafter called the Code) are met. Now, therefore, the following have been agreed and mutually accepted:

Article 1. Scope

1. The scope of the LNG Facility Usage Agreement (hereinafter called the “Agreement”) is the provision of the Basic LNG Service by the Operator to the User, as described in Article 66 of Chapter 11 of the NNGS Network Code (hereinafter called the “Code”).
2. The submission by the prospect LNG User of the application, hereinafter called “Application for the Provision of Basic LNG Service”, (Annex 1), and the acceptance of the Application for the Provision of Basic LNG Service, as set out in Annex “Acceptance of Application for the Provision of Basic LNG Service” (Annex 2) hereof, are preconditions for the signing of the Agreement.
3. The provision of the Code, Annex 2 “Acceptance of Application for the Provision of Basic LNG Service” and Annex 3 “Form of Bank Letter of Guarantee” shall form integral and inseparable parts of this Agreement.
4. The definitions used in the Agreement are those used in the Law or the Code.

Article 2. Agreement’s Duration

Without prejudice to the provisions of article 10 of the Agreement and Article 105(3) of the Code, the Agreement shall become effective on (Effective Date) and expire on..... (Expiration Date), in accordance with Article 71(2) of the Code.

Article 3. Obligations of the Contracting Parties

1. The Operator is obliged to provide the User with the Basic LNG Service in accordance with the terms of the Agreement and of the Code in the most economical, transparent and direct way, without discriminating between the LNG User and other LNG Users.
2. The LNG User is responsible to deliver LNG at the LNG Facility that meets the Natural Gas Quality Specifications laid down in the Code and the applicable legislation, and duly fulfil the obligations stemming from the Agreement, the Code and the legislation issued subject to the Law. The LNG User is responsible to deliver LNG to the Operator, and the Operator is responsible to keep it free of any liens and any taxes, fees, duties or other fees in favour of the State or third parties, and of any other costs relating to the production, storage, processing and supply, during or prior delivery and during regasification or transmission through the NNGS.
3. During the execution of the present Agreement as per the above, the Operator shall acquire the exclusive right of possession but in no case a right of ownership over the LNG, as specific provided in the Code.
4. It is explicitly agreed that for the purposes of the present Agreement, the Booked Regasification Capacity of the LNG User is the one defined in Annex 2.
5. It is explicitly agreed that the terms for the provision of the Basic LNG Service are subject to amendment upon satisfaction of the preconditions provisioned in Article 87(5) and Article 71(18) and (19) of the Code, under the terms and the procedure detailed in such provisions.
6. It is expressly agreed that any matters not regulated by this Agreement shall be governed by the provisions of the Code and the legislation issued subject to the Law.

Article 4. Tariffs and Payments

1. The LNG User is obliged to pay a monthly fee to the Operator (hereinafter called the Fee) for the provision by the latter of the services agreed upon in this Agreement, which shall be calculated and invoiced in accordance with the Code, the Tariff Regulation, the NNGS Usage Tariffs and the provisions issued subject to the Law. It is expressly agreed that the LNG User shall incur any tax, duty or other charge applying pro rata to the aforementioned Fee, as may be imposed in accordance with the applicable legislation. The Operator is obliged to monthly pay to the LNG User the amount of charges that are attributable to the latter pursuant to the Code, the Tariff Regulation, the NNGS Usage Tariffs and the provisions issued subject to the Law.
2. The LNG User acknowledges that the Operator's Fee is fair and reasonable, proportionate to the provided services, 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 on a monthly basis. The relevant settlement shall be made as set out in the Tariff Regulation and the NNGS Usage Tariffs, and in all cases on expiration of the Agreement. The invoice for each calendar month shall be issued and sent by the Operator no later than the twentieth (20th) calendar day of the immediately following calendar month. It is expressly agreed that the Parties shall fulfil their financial obligations towards each other, as these are specified in each monthly invoice, by the last business day of the month in which the invoice was issued (Due Date).
4. The invoice shall state in details the following in relation to the relevant calendar month:
 - a) The Operator's Fee that is payable by the User, as follows:
 - (i) Separate indication of any Charge payable hereunder, and of any charges stemming from execution and operation of this Agreement in accordance with the provisions of the Code.
 - (ii) Any other due debt of the LNG User stemming from this Agreement, as provided for herein and by the applicable legislation.
 - (iii) The amount 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 payable by the LNG User.

b) The credits that are attributable by the Operator to the User as follows:

- (i) Credits stemming from this Agreement as specified herein and by the applicable legislation.
- (ii) Any other due debt of the Operator to the LNG User stemming from this Agreement as specified herein and by 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 payable by the Operator.

5. If the LNG User fails to pay the due amount by the Due Date, the amount shall become due and payable and the Operator is obliged to request in writing that the LNG User to settle the due amount within five (5) days. If the LNG User fails to pay the due amount within the above time limit:

a) in addition to the due amount, the LNG User shall be charged with default interest calculated from the Due Date at the interest rate as determined from time to time by the Bank of Greece, until full repayment of the due amount;

b) the Operator shall be discharged from its obligation to provide the Basic LNG Service agreed upon hereunder, and has the right to stop providing such service without further notice to the LNG User and under no obligation to pay any compensation related to the cessation of the providing services

c) the Operator may terminate the Agreement on serious grounds in accordance with article 10 of this Agreement; and

d) other consequences specified in the applicable legislation shall apply.

6. It is expressly agreed that if the LNG User challenges the amount of charges referred to in paragraph 4(a), or the credits referred to in paragraph 4(b), these amount shall be payable despite any referral of the difference to amicable resolution, arbitration or litigation as specified in article 12. Any unduly paid or non-credited amounts shall be paid with interest, at the default rate as determined from time to time by the Bank of Greece.

Article 5. Measurements and Tests

Any issue related to the procedure and the method of measuring the LNG quantity and quality of LNG that is delivered or stored at the LNG Facility, the access procedure of the LNG User to the metering devices, and the settlement of disputes between the Parties with regard to measurements shall be governed by the provisions of the Code and the NNGS Measurements Regulation.

Article 6. Liability of the Contracting Parties

1. Without prejudice to any specific provisions of the Code and paragraph 3 of this article, the liability of the Contracting Parties shall be limited to compensation for any direct damages to property resulting from the execution of the Agreement, and the Parties may not claim compensation for any further damages.

As more specifically stipulated in this Article, the Operator is obliged to restore any direct damages to property as a result of non- fulfillment or improper fulfillment of its obligations hereunder relating to:

a) LNG losses caused at its liability, with the exceptions of the cases specified in Article 80 of the Code,

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

i) on reception of LNG by the User at the LNG Facility (brackets for vessel attachment to the terminal station); and

ii) on occurrence of damage to the LNG User's vessel, as a result of the Operator's actions and/or omissions.

2. The LNG User is responsible to restore any direct and property damages caused in the performance of its obligations mainly relating to: i) collision of the vessel to the facilities of the terminal station, ii) environmental pollution under his liability.

3. Annual Compensation is the amount that equals to 20% of the annual capacity charges corresponding to the Booked Regasification Capacity of the LNG User, in accordance with the Tariff Regulation and the NNGS Usage Tariffs. If the agreement's duration is less than three hundred and sixty-five (365) consecutive calendar days, Annual Compensation shall mean the amount that equals to 20% of the capacity charges corresponding to the Booked Regasification Capacity of the LNG User for the agreement's duration, in accordance with the Tariff Regulation and the NNGS Usage Tariffs. The Annual Compensation shall be revised on each change to the capacity charge based on the relevant Booked Regasification Capacity of the LNG User according to the current Agreement.

4. Under the reservation of the case in which it is proven that the Contracting Parties and/or their agents acted in gross negligence or fraud, it is explicitly agreed that the total liability of the Parties for non-fulfillment or improper fulfillment of their obligations hereunder may not exceed annually the total amount of the Annual Compensation, and an amount corresponding to 8% of the Annual Compensation per harmful event.

5. In order for an LNG User to establish a claim for compensation from the Operator, as per the provisions of the previous paragraphs, such User shall submit to the Operator a request providing detailed information, particularly with regards to the following:

- A) the Days on which the Operator's damaging actions took place;
- B) an analysis and documentation of the costs and expenses incurred to restore direct property damages, for which the User is entitled to compensation from the Operator;
- C) any information required to demonstrate that the damages are attributable to Operator actions and were caused in the performance of its obligations hereunder, including cases where the LNG User claims fraud or gross negligence.

In order to document the above claim, the Operator shall provide the User, within a time limit of no more than thirty (30) days from submission of the User's written request, with the relevant information available which is required in order for the LNG User to substantiate its claim in accordance with the provisions of this article.

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 operator, and prevents either Contracting Party to fulfil its contractual obligations, as these arise from the Agreement. It is agreed that Force Majeure may indicatively include: extreme weather conditions, 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 Basic LNG Service, extending in such degree that makes impossible the provisions of the said services.

2. More specifically, it is expressly agreed that Force Majeure events shall not include the events and incidents that come within the scope of Chapter 10 of the Code.

3. In case of a Force Majeure event, the Parties are obliged to comply with the special provisions of the Code.

Article 8. Guarantees

1. At least one (1) business day before signing the Agreement, the LNG User shall provide the Operator with Guarantees relating to the performance of its obligations under the Agreement and the payment of any charges stemming from its execution and operation in accordance with the provisions of the Code. The obligation to procure a Guarantee shall be fulfilled on submission of an irrevocable Letter of Guarantee in favour of the LNG User and/or on deposit/transfer of the Guarantee Amount to a special bank account kept by the Operator. If the Letter of Guarantee is not procured or the Guarantee Amount is not deposited before the signing of the Agreement, the Operator shall not sign the Agreement, subject to written notice to the LNG User with regard to the rejection of its relevant application to enter into an LNG Agreement for this reason.

2. The Letter of Guarantee shall be issued by a bank that legally operates in an EU or EEA Member State, and its contents shall be in line with the template attached to Annex 3. The above Letter of Guarantee shall remain valid by 12:00 hours on the fifth (5th) business day of the second calendar month following the calendar month in which the Agreement will expire in any way. The Letter of Guarantee shall be irrevocable, contain a waiver of the right to division and excussion, and shall become forfeit on first demand by the Operator, the latter not being required to determine or document the reasons for which it requested its forfeiture.

3. If the Guarantee Amount is deposited or transferred to the Operator's account, the LNG User shall procure the relevant deposit slip to the Operator. The Guarantee Amount shall remain deposited by 12:00 hours on the fifth (5th) calendar day of the second calendar month following the calendar month in which the Agreement will expire in any way. In case of breach of any of the contractual terms by the LNG User, the Operator shall withhold and collect the Guarantee Amount deposited by the LNG User.

4. The amount of the Letter of Guarantee and/or of the Guarantee Amount, as the case may be, shall total an amount equal to 30% of the annual capacity charges corresponding to the Booked Regasification Capacity of the LNG User, according to the current Agreement, as calculated in the Tariff Regulation and the NNGS Usage Tariffs, when the agreement's duration is equal to or greater than three hundred and sixty-five (365) consecutive calendar days. If the agreement's duration is less than three hundred and sixty-five (365) consecutive calendar days, the amount of the Letter of Guarantee and/or the Guarantee Amount, as the case may be, shall total an amount equal to 50% of the capacity charges corresponding to the Booked Regasification Capacity of the LNG User, according to the current Agreement, as calculated in the Tariff Regulation and the NNGS Usage Tariffs.

5. The Letter of Guarantee and/or the Guarantee Amount, as the case may be, shall be adjusted upon each change to the capacity charges based on the relevant Booked Regasification Capacity of the LNG User according to the current Agreement. Within one (1) business day from such change, the LNG User shall procure a Letter of Guarantee and/or deposit the Guarantee Amount so that the total amount of the Guarantee calculated in accordance with paragraph 4 of this article will be fully covered. 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(3) hereof.

6. If the Letter of Guarantee becomes forfeit and/or the Guarantee Amount is collected in favour of the Operator, the LNG User shall immediately issue and deliver a new Letter of Guarantee and/or deposit a new Guarantee Amount on procurement of the relevant slip to the Operator, within two (2) business days at the latest, so that the total amount of the Guarantee calculated in accordance with paragraph 4 of this article will be fully covered. 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(3) hereof.

7. Upon full and total performance by the LNG User of its financial obligations, as set out in article 4 hereof, the Operator shall return the Letter of Guarantee, on the condition that no reason of forfeiture of the Letter of Guarantee has occurred in the meantime and/or the Guarantee Amount interest-free, on the condition that no reason for withholding and collection of that amount by the Operator has occurred in the meantime.

Article 9. Substitution

Without prejudice to any special primary or secondary provision, neither Contracting Party may be substituted in their rights and obligations stemming from the Agreement, without the prior written consent of the other Contracting Party. The Contracting Party that wishes to be substituted by a third person shall notify the other Contracting Party about its intention, providing all necessary business and technical details relating to such third person. Within fifteen (15) days, the other Contracting Party shall notify in writing the party to be substituted in writing about the approval or rejection of the proposed substitution. Rejection of the substitution request or expiry of the above deadline to no effect shall entail rejection of the substitution and shall entitle either Contracting Party to terminate the Agreement, per provisions of article 10(3) and (4) hereof.

Article 10. Resolution – Termination Notice

1. The Agreement shall expire automatically without further action:

a) on lapse of the Expiration Date specified in article 2;

b) if either Contracting Party is wound up, declared bankrupt, under liquidation, mandatory administration, payment cessation, and in case of revocation of the establishment permit or any other license required for the lawful exercise of either Party's activities. The same shall apply in the case of Force Majeure event having duration greater than six (6) months, unless otherwise agreed by the Contracting Parties.

2. The Contracting Parties may mutually agree on early termination of the Agreement at any time, having simultaneously settled their mutual obligations.

3. Without prejudice to any special provisions hereof relating to the User, either Contracting Party may terminate the Agreement prior to the Expiration Date specified in article 2 of the Agreement, exclusively on serious grounds. Serious grounds for termination shall mean in particular non-fulfillment or improper fulfillment of the obligations, derived under the Agreement of the counterparty of the terminating party.

4. Termination Notice shall be made in writing and shall become effective on its delivery to the counterparty.

5. In case it is decided, by means of a final judicial decision that the serious grounds which the Contracting Party claimed to terminate were not material at the time the termination was performed, then the party that proceeded to its enforcement is responsible to compensate the counterparty for any and all damages, material and consequential, direct or indirect, current or eventual caused to the counterparty due to such termination..

Article 11. Confidentiality Obligation

1. The Contracting Parties hereby acknowledge and accept to be bound by the confidential nature of:

a) all documents and data communicated or to be communicated to them during the duration of the Agreement, relating to the Agreement and its execution; and

b) the information exchanged in the execution of the Agreement, and commit to use these 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 he participates or which are affiliates to him, unless with the prior written consent of the other Party.

Any general information related to the operation of the NNGS and its Users or third parties, information related to historical data and statistics, as well as any other information legally published or characterised by the applicable provisions as public shall not be considered Confidential information.

2. The Contracting Parties warrant and take all steps to ensure that their all employees and any associates, as well as their affiliates and their employees and any associates, shall comply with the above obligations of loyalty, confidentiality and protection of professional or commercial secrecy.

3. The above obligations shall be binding upon the Contracting Parties both during the duration of the Agreement as well as its expiration in any way whatsoever.

Article 12. Applicable Law - Settlement of Disputes - Jurisdiction

1. This Agreement shall be governed by Hellenic Law and any dispute arising under its execution or with regards to its interpretation or otherwise caused by the present Agreement shall be settled in accordance with the applicable Hellenic legislation.

2. Any term of the Agreement that is contrary to the Law or the Code or the issued legislation under the Law shall be automatically void. Invalidity of any term shall not entail invalidity of the Agreement as a whole.

3. The Contracting Parties commit to take all reasonable efforts for the amicable settlement of any disputes which might arise in executing the Agreement. To this end, either Party may invite the other

Party to amicably settle a difference. Within three (3) days from acknowledged delivery of the invitation to the Party it is addressed to, the Contracting Parties shall appoint and notify each other of their representatives for the settlement procedure, and shall negotiate in good faith and in line commercial practice to settle the dispute. The settlement procedure shall be completed within thirty (30) days since service of the invitation for amicable settlement; the outcome of this negotiation shall be binding to the Parties.

4. If the dispute cannot be settled amicably, the 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 agreed that from this point on, the said 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 articles 12.3 and 12.4, 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 provisions of the Code on gasification capacity availability and any more specific provisions of the Code, any amendment to Annexes 2 and 3 of the Agreement shall be subject to written agreement of the Contracting Parties, excluding any other means of proof. No extension whatsoever shall be allowed past the Expiration Date stipulated in article 2 of the Agreement.

2. In case of amendment to the terms of this Agreement 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 adapt this Agreement within a time limit no less than 10% of the remaining period until the expiration of the agreement's duration and of one (1) day in all cases, in accordance with article 2 hereof, or within such time limit as may be stipulated in the new provisions. If this paragraph becomes applicable, the LNG User shall retain the right to terminate the Agreement at no cost within the time limit referred to in the previous subparagraph, on repayment of all debts to the Operator. If the time limit for the amendment of this Agreement expires to no effect and no termination has been made by the User as per above, the Operator reserves the right to terminate the Agreement at no cost within ten (10) days since the lapse of the aforementioned deadline.

Article 14. Final Terms

1. Both Contracting Parties state that they are aware, and unreservedly accept, the provisions of the Law, the Code and the applicable legislation, and that the terms of this Agreement form the entire and only agreement between the Parties and supersede any previous written or oral agreement with the same object. The Contracting Parties represent that the Agreement shall be fully binding in all of its terms and Annexes and of which which the Parties acknowledge to be material.

2. The Contracting Parties hereby commit to act in good faith in the performance of their obligations emanating from the Agreement and to take all steps necessary for the implementation thereof..

3. Non-exercise by either Party of any of the rights granted under the Agreement 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.

4. It is expressly agreed that if any of the terms of the Agreement becomes void for any reason, invalidity of such term shall not cause the invalidity of the Agreement in its entirety; however the Parties shall amend the Agreement in order to ensure that the above term is compliant with the provisions of mandatory law to which such term is contrary.

5. All notices or communications of documents relating to the Agreement during the agreement's duration and after expiry or termination of the Agreement in any way shall be made at the communicated addresses and to the representatives of the Contracting Parties, pursuant to Annex 2. In case of change to 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 Party's address first stated in this Agreement. In case of absence or

replacement of a Contracting Party’s representative, the relevant Contracting Party shall notify the other party about the representative’s replacement.

In witness whereof, this Agreement together 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

For the Operator	For the LNG User
"HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SA"	“.....”
The legal representative	The legal representative
(corporate seal)	(corporate seal)

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ANNEX 1

APPLICATION FOR THE PROVISION OF BASIC LNG SERVICE

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

TO THE NNGS OPERATOR

of.....

Registered office.....
at street
TRN
Tax Office.....

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

by

resident of.....
ID Card No
issued by
on.....

Contact numbers:

Fax

E-mail

(place)

(date)

Having regard to the provisions of Law 4001/2011
(Hellenic Government Gazette 179 A, hereinafter called
the Law), the NNGS Network Code and RAE decision

No

.....
on the approval of the Standard Liquefied Natural Gas
(LNG) Facility Usage Agreement , 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 Liquefied Natural Gas (LNG)
Facility Usage Agreement

For this purpose, the following documents and
information are attached hereto:

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

Sincerely,

(full name, title, signature and seal)

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

A. If the applicant has not signed at least one LNG Facility Usage Agreement with the Operator within twelve (12) months before submission of the application.

1. Legally certified copy of the applicant's Articles of Association, including all the recent amendments, attested by the competent supervising authority and in the case of an SA or a Ltd company, the Government Gazette Issue (Bulletin of SA and LTD companies) including all the amendments following establishment or since the last codification. In case the establishment registered office of the applicant is located abroad, a legal incorporation and operation certificate, or any other equivalent document issued by the competent supervising authority of its registered office.
2. Legally certified copies of the applicant's legalising documents, i.e. for an SA, minutes of the GA documenting the appointment of the acting Board of Directors and minutes of the Board of Directors concerning its establishment in a body ; for an LTD, minutes of the GA documenting the appointment of Manager(s) and a decision authorizing the submission of the application and the signing of the LNG Facility Use Agreement, the appointment of a representative, and full contact details for the purposes of the Agreement.
3. If the applicant has a legal form other than that of an SA or a LTD company, the Articles of Association and any amendments thereto are required, as well as official legalising documents, depending on the applicant's legal form, to identify the natural entity legally authorized to represent the applicant. In case the applicant's registered office is located abroad, the applicant is responsible to submit documents and certificates equivalent to the ones stated above, issued by a competent foreign authority, documenting the natural entity legally authorized to represent the applicant.
4. RAE decision regarding the registration of the applicants in the Registry of the NNGS Users.
5. In case of an SA, recent certificate (issued 15 days before the submission of the Application for the LNG agreement) of the General Register of Commerce, including all the amendments in the Articles of Association and the submission of BoD minutes regarding to the company's representation.
6. In the case of an LTDs and LLCs, recent certificate of amendments (issued 15 days before submission of the application for the LNG agreement) of the General Register of Commerce.
7. Statement of the applicant, including as applicable:
 - A) Details of Transmission Agreements made with the Operator and of the total Booked Transmission Capacity for Delivery at the LNG Entry Point (MWh/Day).
 - B) Details of Application for the Provision of Natural Gas Transmission Services which is submitted to the Operator and of the Transmission Capacity for Delivery requested for booking at the LNG Entry Point (MWh/Day).
 - C) Details of the Transmission Users to be served, the numbers of the relevant Transmission Agreements and the Booked Transmission Capacity for Delivery at the LNG Entry Point (MWh/Day) which shall be served by the applicant.
8. The attached "Technical Data Sheet", filled in with the data proposed by the applicant.

9. A solemn declaration whereby the applicant declares that the data submitted with in the present are true.

B. If the applicant has signed at least one LNG Facility Usage Agreement with the Operator within twelve (12) months before submission of the application.

1. The legalizing documents referred to in Annex 1 (section A) that have been amended compared to the immediately preceding Application.
2. Certificate of the applicant's legal representative stating that all the other legalizing documents that were submitted with the immediately preceding application are still valid and have not been amended.

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TECHNICAL DATA SHEET

A. TECHNICAL DATA

1. **Effective Date:**
2. **Expiration Date:**.....
3. **Booking of LNG Regasification Capacity:** [MWh/Day]
4. **Total number of cargoes during the Month:**

Year	Month	Number of cargoes

5. **Unloading schedule**

Year	Month	Intended LNG Cargo Unloading Day	Intended Date for the Commencement of the Initial Unloading Period	Intended Temporary Storage Period (Days)	Name of the Vessel	LNG Cargo Quantity [MWh]	Estimated LNG Cargo Discharge Time [hours]:

ANNEX 2

ACCEPTANCE OF APPLICATION FOR THE PROVISION OF BASIC LNG SERVICE

With regard to Application No for the Provision of Basic LNG Service, the following are agreed:

1. Authorised Representatives of the Contracting Parties

- For the OPERATOR

Full name :
Address :
Postcode :
Telephone :
Fax :
E-mail :

- For the LNG User

Full name :
Address :
Postcode :
Telephone :
Fax :
E-mail :

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2. Authorised Representatives of the Contracting Parties for the provisions of Chapter 10 of the Code.

- For the OPERATOR

Full Name:

Address :

Postcode:

Telephone :

Fax :

E-mail :

- For the LNG User

Full Name:

Address :

Postcode:

Telephone :

Fax :

E-mail :

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1. Booking of LNG Regasification Capacity: [MWh/Day]

2. Total number of cargoes during the Month:

Year	Month	Number of cargoes

3. Unloading schedule

Year	Month	Intended LNG Cargo Unloading Day	Intended Date for the Commencement of Initial Unloading Period	Intended Temporary Storage Period (Days)	Name of the Vessel	LNG Cargo Quantity [MWh]	Estimated LNG Cargo Discharge Time [hours]:

The present form is an inseparable part of the LNG Facility Usage Agreement number and is valid from .../.../ until expiration of the Agreement.

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

ANNEX 3

FORM OF LETTER OF GUARANTEE

To:
DESFA SA

No.....
EURO:#..... €.....

Athens, / /20....

Dear Sirs,

Regarding LNG Facility Usage Agreement No..... dated between the Societe Anonyme under the trade name "HELLENIC GAS TRANSMISSION SYSTEM OPERATOR" with the distinctive title "DESFA SA" (the OPERATOR), and "..... under the trade name

.....
" and the distinctive title "....." (the USER) and on order of the USER: "
....."

We hereby irrevocably and unreservedly guarantee, in favour of
under the trade name

".....", shall pay to your company, hereby expressly and unreservedly waiving all rights of division and excussion, and all of our rights under Articles 853, 856, 866, 867 and 868 of the Hellenic Civil Code, an amount up to the amount of Euros (€.....), for the timely settlement of the above company's debts in consideration for the Basic LNG Service provided by your company, as these debts arise in the execution of the aforementioned LNG Facility Usage Agreement .

The amount stated above shall be held at your disposal and shall be attributed without any objections and complaints, in part or in whole, depending on the partial or total forfeiture of the present guarantee against the company in whose favour it is hereby granted, within three (3) business days from receiving your written notice and upon return of the present letter of guarantee.

In case 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 the present letter of guarantee shall be sealed for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and the present letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered.

The present Letter of Guarantee expires strictly on, at 12:00 ; past this deadline and provided that no claim has been raised by you over the amount of the guarantee, the present letter of guarantee shall automatically be considered ipso jure void and without any effect. We also certify that all currently effective letters of guarantee issued by us in favour of the State, Entities of Public or Private Law, etc, including the present letter, do not exceed the maximum amount for guarantees provided for by law and applying to our Bank.

Sincerely,

.....
BANK