

NETWORK CODE FOR
THE REGULATION OF
THE NATIONAL NATURAL
GAS SYSTEM

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CHAPTER 1

GENERAL PROVISIONS

Article 1

Definitions

The terms used in the Network Code for the Regulation of the Natural Gas Transmission System, (the Network Code), shall have the meaning attributed to them by article 2 of Law 4001/2011 (Government Gazette Series I 179) (the Law) or the meaning referred to in the various provisions of the Code, and the following terms shall have the following meaning:

1. Off-Specification Gas: Natural Gas which is not compatible with the Natural Gas Quality Specifications.
2. LNG Vessel disengagement: The disconnection of the grounding, telecommunications, unloading arms, and emergency signals of an LNG vessel from the LNG Facility.
3. Booked Transmission Capacity for Delivery: The maximum Quantity of Natural Gas per Entry Point that the Operator warrants that it is able receive from the Transmission User per Day at that specific Entry Point, as per the Transmission Agreement that the Operator has entered into with that Transmission User (MWh/Day).
4. Booked Transmission Capacity for Reception: The maximum Quantity of Natural Gas per Exit Point that the Operator warrants that it is able to deliver to the Transmission User per Day at the specific Exit Point, as per the Transmission Agreement that the Operator has entered into with that Transmission User (MWh/Day).
5. Booked Interruptible Transmission Capacity for Delivery: The maximum Quantity of Natural Gas per Entry Point that the Operator warrants that it is able to receive from the Transmission User per Day at the specific Entry Point and which may be interrupted by the Operator as per the terms of the Agreement which the User has entered into with the Operator under Article [20B] (MWh/Day).
6. Booked Interruptible Transmission Capacity for Reception: The maximum Quantity of Natural Gas per Exit Point that the Operator warrants that it is able to deliver to the Transmission User per Day at the specific Virtual Exit Point and which may be

interrupted by the Operator as per the terms of the Agreement which the User has entered into with the Operator under Article [20B] (MWh/Day)

7. Booked Transmission Capacity for Virtual Reception: The maximum Quantity of Natural Gas per Virtual Exit Point that the Operator warrants that it is able to deliver virtually to the Transmission User per Day at the specific Exit Point which may be interrupted by the Operator as per the terms of the Agreement which the User has entered into with the Operator under Article [20F] (MWh/Day).
8. Operator: The Operator of the National Natural Gas System S.A. (DESFA S.A.).
9. Re-gasification Capacity of LNG Facility (Re-gasification Capacity): The maximum LNG Quantity that can be re-gasified per Day at an LNG Facility (MWh/Day).
10. Booked Re-gasification Capacity: The maximum LNG Quantity that can be re-gasified per Day at the LNG Facility on behalf of the LNG User, in accordance with the LNG Facility Usage Agreement entered with the Operator (MWh/Day).
11. LNG User's Nominated Quantity of LNG: the sum of the User's LNG Loads which are transported on the same LNG Vessel and are which are unloaded on the same Discharge Day as defined in the most recent Final Monthly LNG Plan before the LNG Injection.
12. Nominated Quantity of LNG: the sum of the LNG Loads which are transported on the same LNG Vessel and are which are unloaded on the same Discharge Day as defined in the most recent Final Monthly LNG Plan before the LNG Injection.
13. Nominated Quantity of Balancing Gas: The LNG Balancing Gas Cargo which is defined in the most recent Final Monthly LNG Plan before the LNG Injection.
14. Week: A time period of seven (7) consecutive days, commencing at 8 am each Monday and ending at 8 am on the following Monday.
15. Natural Gas Reception Facility: Every User or Customer facility, connected to the Transmission System, to which Natural Gas received at an Exit Point is injected.
16. Injected Quantity of LNG: The LNG Quantity as measured after the completed Injection of the LNG Load into the LNG Facility without prejudice to the provisions of Article [68].
17. Injected Quantity of Balancing Gas: The LNG Quantity calculated, in accordance with the provisions of paragraph [4] of article [68], after the completed Injection of the LNG Balancing Gas Cargo into the LNG Facility

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18. LNG Injection: The delivery of LNG to the Operator at the LNG Exit Point.
 19. Involved Parties: As defined in the terms of the Emergency Plan.
 20. Year: A time period of twelve (12) consecutive months, commencing at 8 am on January 1st of a year and ending at 8 am on January 1st of the next year.
 21. Electronic Natural Gas Transactions System (Electronic Transactions System): The electronic system installed and managed by the Operator, as per the provisions of point xvi of paragraph 2, article 8 of the Law.
 22. Day: Time period commencing at 8 am on a calendar day and ending at 8 am on the next calendar day.
 23. Regulation 715/2009: Regulation (EC) no 715/2009 (EE L 211/36) of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) 1775/2005.
 24. Regulation 994/2010: Regulation (EC) no 994/2010 (EE L 295) of the European Parliament and of the Council of 20 October 2010 concerning measures to safeguard security of gas supply and repealing Council Directive 2004/67/EC.
 25. NNGS Metering Regulation: The Regulation which is provided for in the first sentence of paragraph 3, article 69 of the Law.
 26. Tariff Regulation: The specific Tariff Regulation for the Core Activities of the National Natural Gas System, in accordance with the process which is provided for in paragraph 1 of article 88 of the Law.
 27. Major Project: A development, strengthening or interconnection project relating to the National Natural Gas System (NNGS), the implementation budget of which exceeds five million Euro EUR 5 000 000.00.
 28. Maximum Hourly Delivery Quantity: The maximum Natural Gas Quantity that the Transmission User is allowed to deliver per hour at an Entry Point, in accordance with the Transmission Agreement entered into with the Operator (MWh/hour)
 29. Maximum Hourly Reception Quantity: The maximum Natural Gas Quantity that the Operator is obliged to deliver to a Transmission User per hour at an Exit Point, in accordance with the Transmission Agreement entered into with that User (MWh/hour).
 30. Highest Booked Transmission Capacity (HDMA(MWh/day): Defined for each Transmission User as the highest value of the two following numbers:

-
- A) The sum of the Total Booked Transmission Capacity for Delivery and the Booked Interruptible Transmission Capacity for Delivery at all the Entry Points and Virtual Entry Points where the Transmission User is active.
- B) The sum of the Total Booked Transmission Capacity for Reception and the Booked Interruptible Transmission Capacity for Reception and the Booked Transmission Capacity for Virtual Reception at all the Exit Points and Virtual Exit Points where the Transmission User is active.
31. Average Charge for Using NNGS: As calculated in the Tariff Regulation.
32. Transmission Capacity: The maximum Natural Gas Quantity that can flow through an NNGTS point per Day, without jeopardising the normal and safe operation of the system (MWh/Day).
33. Delivery Transmission Capacity: The maximum Natural Gas Quantity that can be delivered to an Entry Point per Day (MWh/Day).
34. Reception Transmission Capacity: The maximum Natural Gas Quantity that can be received from an Exit Point per Day (MWh/Day).
35. Month: A time period commencing at 8 am on the first day of a calendar month and ending at 8 am of the first day of the next calendar month.
36. Small Project: A development, strengthening or interconnection project relating to the NNGS, the implementation budget of which does not exceed five million Euro (EUR 5 000 000.00).
37. Flow: The Natural Gas Quantity which flows through a point of the NNGTS per hour (MWh/hour).
38. Customer: The Transmission or LNG User, as long as it is a Natural Gas consumer, or the person with whom the User has entered into an agreement and to whom the User provides services at Exit Points
39. Tariff Calculation Period: As defined in the Tariff Regulation.
40. Development Plan: The Development Plan for the National Natural Gas System which has been approved in accordance with sub-paragraph f of paragraph 2 of article 69 of the Law.
41. Planned Project: A development, strengthening or interconnection project relating to the NNGS which is included in the Development Plan or in the List of Small Projects, or which has been joined to the NNGS in accordance with the provisions of paragraph

1 of article 67 of the Law and with Decision Δ1/Γ/1588/2007 (Government Gazette Series II No 60) of the Minister for Development, and the implementation of which has not been completed.

42. Natural Gas Quality Specifications: The quality specifications of the Natural Gas transported through the NNGS, as defined in Annex [III] to the Network Code.
43. LNG Delivery Point: The arms connecting LNG Facility to the LNG vessel.
44. Connected System: Any Natural Gas System or Natural Gas Distribution System connected to the NNGTS.
45. LNG vessel connection: The grounding and connection of telecommunications, unloading arms and emergency signaling of an LNG vessel to the LNG Facility.
46. Coefficient B: Coefficient for Short-term Use of NNGS in accordance with the provisions of the Tariff Regulation.
47. Transmission System or NNGTS: The National Natural Gas Transmission System, as per the provisions of article 67 of the Law.
48. Emergency Plan: The Plan which is approved by the RAE, on the recommendation of the Operator, from time to time, in accordance with the provisions of Article 73 of the Law and Article 10 of Regulation 994/2010.
49. NNGS Usage Tariff: The NNGS Usage Tariff approved, in accordance with the procedures of paragraph 5 of Article 88 of the Law and based on the Tariff Regulation.
50. LNG Load: The total LNG Quantity to be injected to the LNG Facility by an LNG vessel, not including any LNG Balancing Gas Cargo and Operational Gas offsetting, unless the provisions of the Network Code from time to time specify otherwise.
51. LNG Gas Balancing and Operational Gas offsetting (LNG Balancing Gas Cargo): The LNG Quantity for injection into the LNG Facility with the intention of it being used by the Operator for Gas Balancing and offsetting the Operational Gas of the Transmission System in accordance with Chapter [8], as long as it is transported with the LNG Load on the same LNG vessel and is delivered to the Operator at the point where the unloading arms connect to the LNG Facility.
52. Transmission User: User that has entered a Natural Gas Transmission Agreement with the Operator, in accordance with the provisions of article [8] or a Natural Gas Interruptible Basis Transmission Agreement in accordance with the provisions of

article [20C] or a Virtual Reverse Flow Agreement in accordance with the provisions of article [20F] .

53. LNG User: User that has entered an LNG Facility Usage Agreement with the Operator, in accordance with the provisions of article [71].

Article 2

Natural Gas Entry and Exit Points

1. Natural Gas Entry Point (Entry Point) is defined as being the point through which Natural Gas enters the NNGS from the Natural Gas System of another country at the borders of Greek Territory or from an ASFA (Independent Natural Gas System). In case of an LNG Facility subject to the NNGS, the Entry Point is understood to be the LNG Delivery Point of the Facility.
2. Natural Gas Exit Point (Exit Point) is defined as being the point through which Natural Gas exits the NNGS towards the Natural Gas System of another country, at the borders of Greek Territory, or ASFA, or Distribution Network, or Natural Gas Reception Facility.

Article 3

Natural Gas Possession

1. The Operator, in performance of its obligations, only acquires the right to possess Natural Gas delivered at an Entry Point by Users and it in no case acquires any ownership right over the Natural Gas transmitted through the NNGS. The possession of Natural Gas is transferred to Users at the Exit Points.
2. The Users are responsible for delivering Natural Gas or LNG to the Operator and the Operator is responsible for keeping it free from any material lien, as well as any taxes, duties, stamp duties or other rights for the benefit of the State or third parties, as well as any other expense related to the production, collection, processing and supply thereof, arising in the course of or prior to its delivery or transportation through the NNGS.

Article 4

Transmission System Entry and Exit Points

1. The NNGTS Entry Point (Entry Point) is defined as being the inlet of any metering device through which Natural Gas is injected to the Transmission System.
2. The NNGTS Exit Point (Exit Point) is defined as being the outlet of any metering device through which Natural Gas is injected from the Transmission System to a Connected System or Natural Gas Reception Facility.
3. The LNG Entry Point is defined as being the Entry Point through which the gasified LNG is delivered to the NNGTS by an LNG Facility.
4. With the exception of the LNG Entry Points, each Entry or Exit Point may, for the purposes and in accordance with the provisions of the Network Code, be considered to be an Exit or Entry Point respectively.
5. Virtual Nomination Point (VNP) is defined as a point in the NNGTS, except Entry Points and Exit Points, where it is possible for trade in Natural Gas Quantities to be conducted by Transmission Users. It is considered that virtual delivery and virtual reception of Natural Gas Quantities between Transmission Users and the Operator takes place at the VNP.

Article 5

Distribution Network Exit Point

1. The Exit Point of a Distribution Network (DNEX) is considered to be all Exit Points through which there is reception of Natural Gas in order to supply a Distribution Network.
2. The Reception Transmission Capacity of each Exit Point of a Distribution Network is calculated as the sum of the Reception Transmission Capacity of each Exit Point that belongs to the said DNEX.
3. The Operator has the right to deliver Natural Gas to be received by a Transmission User at any Exit Point belonging to a specific DNEX, in order to ensure the secure and effective operation of the Transmission System.
4. If the Transmission User serves, among others, Natural Gas Distribution Networks, for each Distribution Network the following shall apply:



- A) The Transmission User books Reception Transmission Capacity on the respective DNEX and not at the individual Exit Points that comprise it.
- B) The Transmission User submits Weekly and Daily Nominations, as per Chapter [4], with regard to the respective DNEX and not the individual Exit Points of which it is comprised.
- C) Each reference in the Network Code to an Exit Point is also considered to be a reference to a DNEX, unless expressly defined otherwise.
- D) Each measurement or charge, which as per the Network Code is calculated on the basis of the Natural Gas Quantity which it is stated will be delivered or is actually delivered at an Exit Point of the Transmission System is calculated on the basis of the total Natural Gas Quantity which it is stated will be delivered or is actually delivered respectively to the DNEX, unless expressly defined otherwise.

Article 6

Quality of Natural Gas and LNG

The Natural Gas delivered at an Entry Point, transmitted through the Transmission System and received at an Exit Point, as well as the LNG delivered to the LNG Facility, must fulfil the Natural Gas Quality Specifications.

CHAPTER 2

**RENDERING NATURAL GAS TRANSMISSION SERVICES
ON A FIRM BASIS**

Article 7

Transmission Services on a firm basis

1. The Operator is responsible for providing the Users, as per the specific terms and conditions of the Network Code, with the following Transmission Services on an Firm Basis (Transmission Services), in the most cost-effective, transparent and direct way, without any discrimination between the Users:
 - A) Reception by the Operator of Natural Gas Quantity from one or more Entry Points or virtually from the VNP.
 - B) Transmission of the Natural Gas Quantity through the NNGTS
 - C) Delivery of Natural Gas Quantity by the Operator to one or more Exit Points or virtually from the VNP.
 - D) Performance of all necessary measurements using the metering devices at the Entry and Exit Points.
2. The above Transmission Services are also provided for Virtual Entry Points exclusively for the purposes of Article [19]
3. For the provision of Transmission Services a Natural Gas Transmission on an Basis Agreement must be entered into by the Operator and the User.

Article 8

Natural Gas Transmission on a Firm Basis Agreement

1. The Natural Gas Transmission on a Firm Basis Agreement (Transmission Agreement) is entered between:
 - A) The Operator.
 - B) Persons registered with the NNGS Users' Registry, as per article 72 of the Law.
2. The Transmission Agreement is entered for a minimum time period of one (1) Day or for integral multiples of such time period.

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3. The Transmission Agreement is established in writing, in accordance with the standard agreement issued under the provisions of case a) of paragraph 2 of article 68 of the Law (Standard Transmission Agreement).
 4. The Transmission Agreement provides the contracting User with the right to proceed to any relevant legal action, in compliance with the provisions of the Network Code, and enforces its obligation to settle the charges that correspond to him, as per the NNGS Usage Tariff and the provisions of the Network Code.
 5. The Transmission Agreement, correspondingly, defines at least the following:
 - A) The Entry Points at which the Transmission User has the right to deliver Natural Gas to the Operator in order to be injected in the Transmission System and, for each Entry Point included by the Transmission Agreement:
 - (i) The Booked Delivery Transmission Capacity.
 - (ii) The Maximum Hourly Delivery Quantity, except in the case of a Virtual Entry Point.
 - (iii) The Minimum and Maximum Delivery Pressure of Natural Gas, except in the case of a Virtual Entry Point.

and/or

- B) The Exit Points from which the User has the right to receive Natural Gas from the Transmission System for each Exit Point related to the Transmission Agreement:
 - (i) The Booked Reception Transmission Capacity
 - (ii) The Maximum Hourly Reception Quantity,
 - (iii) The minimum and maximum reception pressures of Natural Gas.
- C) The Auxiliary Services provided to the Transmission User.
- D) The terms for the provision of the Transmission Services and of the Auxiliary Services by the Operator and the obligations and rights of the User as per the Network Code.
- E) The contractual liability limits of the contracting parties and the required guarantees deposited by the Transmission User for the execution of the

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- Agreement, as well as the invoicing procedure of the Operator and the settlement by the Transmission User of the price for the relevant services
- F) The cases of Force Majeure, resolution or termination of the Agreement, as well as the procedure for the settlement of disputes arising during application of the terms of the Agreement.
 - G) The procedure for the modification of the Agreement and for the amendment of its terms, in case of a change of the regulatory framework related to the organization of the natural gas market.
 - H) The use or not of the VNP
6. In order to enter the Natural Gas Transmission Agreement the persons stated in case B), paragraph [1] of article [8], must submit to the Operator, in writing or through the Electronic Informatics System, an Application for the Provision of Natural Gas Transmission Services, as per the provisions of the Standard Transmission Agreement. The Application must be accompanied by the documents and data defined in the Standard Transmission Agreement. The date the Application is submitted (Date of Submission of Application) may be, at the most, one (1) year before the requested date of commencement of supply of Transmission Services. If, in the last twelve (12) months prior to the submission of the Transmission Application, the applicant has concluded at least one Transmission Agreement or Transmission Agreement for Interruptible Services or Virtual Reverse Flow Agreement with the Operator or is registered in the Register of Potential Contracting Users under article [8A], it is only necessary to submit the legal documents which have been modified, compared with those submitted with the immediately preceding contract Application to enter an agreement, or Application to be registered in or to update the Register, together with confirmation from the applicant's legal representative stating that the other documents already submitted remain valid and have not been modified. In the case where the submission of an Application for the Provision of Natural Gas Transmission Services includes Virtual Entry Points, the data in (ii) and (iii) of case A) of paragraph [5] are not submitted.
7. During evaluation of the applications, the Operator complies with the chronological order of submission thereof.
8. Without prejudice to the provisions of paragraph [11], the Operator decides on the application within five (5) working days of the Date of Submission of Application. If the Operator judges the application to be complete and there is no reason to reject it under the provisions of paragraph [13], the Operator invites the

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- applicant to sign the Transmission Agreement within ten (10) working days of the Date of Submission of Application and, in all events, no later than 13.00 hrs on the day preceding the Day on which the Transmission Agreement comes into force. If that Day is a Saturday the deadline for signing is 09.00 hrs.
9. Without prejudice to the provisions of paragraph [11], if the Operator verifies that there are omissions from the documents submitted, or there is a possibility that the provision in paragraph [5] of Article [13] can be applied, the Operator invites the applicant to complete the application or to modify the application within eight (8) working days from the Date of Submission of Application. If the applicant does not submit the requested items within that time the application is voided. The Operator decides on the completeness of the Application within two working days from the day that it is given the new items by the applicant. If there is no reason to reject the application under the provisions of paragraph [13], the Operator invites the applicant to sign the Transmission Agreement within five (5) working days of the date the new items were submitted to the Operator and, in all events, no later than 13.00 hrs on the day preceding the Day on which the Transmission Agreement comes into force. If that Day is a Saturday the deadline for signing is 09.00 hrs.
 10. Without prejudice to the provisions of Article [11], if the day on which the Agreement is signed and the day on which Transmission Services are first provided are in the same Week, the Transmission User submits a Weekly Nomination to the Operator in accordance with the provisions of Article [23] or revises the approved Weekly Nomination in accordance with the provisions of article [24A], as appropriate, for all the Days of the Week on which Transmission Services are provided within one (1) hour of signing the Transmission Agreement. The Operator approves or amends the Weekly Nomination in accordance with the provisions of article [24] or [24A] within one hour of it being submitted.
 11. If the Application relates to a Transmission Agreement with a duration of one Day, the applicant may submit the Application to the Operator by 16.45 hrs on the Day before the Day on which the provision of Transmission Services is to start, providing that at least one of the following prerequisites is fulfilled:
 - A He has been registered in the Register of Potential Contracting Users with the Operator and has updated his registration, if the conditions are fulfilled, in accordance with the provisions or article [8A].
 - B) Within the last twelve months before the submission of the Transmission Application he has concluded at least one Transmission Agreement or Transmission Agreement for Interruptible Services or Virtual Reverse Flow

Agreement with the Operator and the legal documents that have already been submitted with the previous Application have not been altered in any way.

The Application is accompanied by confirmation from the applicant's legal representative stating that the other documents already submitted as part of the registration process for the Register of Potential Contracting Users under article [8A], or with its immediately preceding Application, continue to be in force and have not been amended. The Operator makes a decision about the Application within 30 minutes of the time it was submitted. If the Operator considers that the Application is complete and there is no reason to reject it under the provisions of paragraph [13], it invites the applicant to sign the Transfer Agreement within a 30 minute deadline.

- 12 The rejection of the application is fully documented by the Operator and is notified to the applicant followed by any evidence and data and it is also communicated to RAE.
- 13 It is permissible to deny access to the Transmission System as long as:
 - A) The signature of the Agreement prevents the Operator from fulfilling the obligations assigned to him in relation to the provision of public utility services.
 - B) The reasons in article 68, paragraph 2, case a), fifth subparagraph of the Law apply and the relevant process has been followed.
 - C) Available Delivery or Reception Transmission Capacity at the Entry or Exit Points respectively which are defined in the Application for the Provision of Natural Gas Transmission Services, is not sufficient for the coverage of the demands of the applicant, without prejudice to cases in articles [14], [15] and [16]. In this case the signature of the Transmission Agreement with the applicant is postponed until the transferring contract is agreed or the release procedure of the respective Transmission Capacity is concluded. In defining available Transfer Capacity for Delivery at Entry Points, any disengaged Transmission Capacity under article [15], Surrendered Transmission Capacity for Delivery under article [20AC] and any Additional Transmission Capacity under article [20AB] are taken into account.
 - D) The required Maximum Hourly Delivery or Reception Quantity of Natural Gas exceeds the maximum Supply allowed at the Entry or Exit Point, as defined in accordance with articles [30] and [35] of the Network Code, or if the provision of paragraph [5], article [10] is being applied, and the

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- applicant does not revise its Application, as per the Operator's instructions.
- E) The required maximum or minimum delivery pressure of the Natural Gas at an Entry Point, or of the reception of Natural Gas at an Exit Point is not in accordance with the Natural Gas Delivery and Reception Conditions for the specific Entry or Exit Point, respectively, as defined in accordance with articles [30] and [35] of the Network Code.
 - F) The rules relating to the Booking of Transmission Capacity, as per article [10] are not complied with.
14. The Operator shall publish the text of the Standard Transmission Agreement, including the Annexes thereto, on its website.

Article 8A

Operator's Registry of Potential Contracting Users

1. The Operator shall keep a Registry of Potential Contracting Users. Any party which is interested in entering into a Transmission Agreement or an Interruptible Basis Transmission Agreement or a Virtual Reverse Flow Agreement with the Operator may submit the legal documents which are provided for in the corresponding Standard Agreement at any time during the year it intends to enter into a contract with the Operator, and at the latest within twenty (20) working days before the probable commencement of the provision of the Transmission Services or of the Interruptible Transmission Services or of the Virtual Reverse Flow Services.
2. Together with the legal documents, the interested party shall submit to the Operator an Application for Registration in the Operator's Registry of Potential Contracting Users (Application)
3. The Operator shall decide on the Application within five (5) working days from the Application Date in cases where it does not find any omissions in the documents submitted.
4. In the event that the Operator finds that there are omissions in the documents submitted, the Operator invites the applicant to complete the application or to modify the application within eight (8) working days from the Date of Submission of Application. If the applicant does not submit the requested items within that time the application is voided. The Operator decides on the completeness of the Application

within two working days from the day that it is given the new information by the applicant.

5. If the Operator determines that the application is complete, it enters the applicant in the Operator's Registry of Prospective Contracting Users.
6. Persons registered in the NNGS Users' Registry under Article 72 of the Law have a right to be registered in the Operator's Registry of Prospective Contracting Users.
7. Every user who is registered in the Operator's Registry of Prospective Contracting Users is obliged to update its registration, in particular when any legal document is modified or expires and within twelve (12) months of the previous entry/update. When updating the registration, the person registered in the Operator's Registry of Prospective Contracting Users submits to the Operator any legal document that has been modified or expired and a legal declaration from the legal representative, with an attested signature, declaring that the other documents already submitted remain valid and have not been modified.
8. The Operator deletes from the Registry of Potential Contracting Users with the Operator any registered persons who have not updated their registration in the Registry of Potential Contracting Users with the Operator within twelve (12) months of the previous entry/update. In this case the Operator shall notify the person who has been removed from the Registry and the RAE within two (2) days. For a person who has been deleted to be re-registered in the Registry of Potential Contracting Users with the Operator the User has to re-submit all the necessary legal documents and the Application has to be re-assessed under this Rule.

Article 9

Auxiliary Services

1. The Operator is responsible for providing the Users with Auxiliary Services in the most cost effective, transparent and direct manner without any discrimination between the Users.
2. The Operator shall post on its internet site a list of the Auxiliary Services that it is able to provide to the Transmission Users, in the framework of the Transmission Agreements, as well as the relevant tariffs. The above obligation shall not apply in the case of Gas Balancing, for which the Operator terms for the performance, as well as the relevant charges to the Transmission Users are regulated as per the provisions of Chapter [8].

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3. The Auxiliary Services list is updated by the Operator at its discretion.
 4. The Auxiliary Services list and each update thereof is communicated to RAE.

Article 10

Booking of Transmission Capacity for Reception and/or Delivery

1. Through the Transmission Agreement, the Transmission User books Transmission Capacity for Delivery at Entry Points, Virtual Entry Points and/or Transmission Capacity for Reception at Exit Points of the Transmission System. Neither Transmission Capacity for Delivery nor Transmission Capacity for Reception can be booked at the VNP.
- 2.. The Transmission Capacity for Delivery which the Operator is able to make available to Users for booking at a Virtual Entry Point is the same as the sum of the Transmission User's Total Booked Transmission Capacity for Reception at the corresponding Exit Point. . . .
3. If the Transmission User enters more than one (1) Transmission Agreement, the following shall apply:
 - A) The Transmission User's Total Booked Transmission Capacity for Delivery and the Total Booked Transmission Capacity for Reception at an Entry and Exit Point serving the User is defined for each Day as the sum of the Booked Delivery and Reception Transmission Capacity, at the said Entry and Exit Points respectively, through each Transmission Agreement completed by the User which is in effect during the said Day.
 - B) The Maximum Hourly Delivery and Reception Quantity at each Entry and Exit Point respectively from which the User is served, is calculated every Day as the sum of the Maximum Hourly Delivery and Reception Quantity that the User declares for the relevant Entry and Exit Points respectively in each Transmission Agreement in effect during the said Day.
4. If two or more Transmission Users book the Delivery or Reception Transmission Capacity at the same Entry or Exit Point respectively, the Maximum Hourly Delivery or Reception Quantity for each User may not exceed the part of the maximum Natural Gas Supply defined for this Point as per articles [30] and [35], depending on the case, which equals the ratio of the Total Booked Transmission Capacity for Delivery or Reception of the User to the sum of the Total Booked Transmission Capacity for Delivery or Reception at the said Entry or Exit Point,

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- respectively. The said Transmission Users may agree on a Maximum Hourly Delivery or Reception Quantity that for some of them exceeds the maximum limit calculated as per the previous sentence, under the condition that the sum of the Maximum Hourly Delivery or Reception Quantity for all Users at the said Entry or Exit Point does not exceed the maximum Natural Gas Supply for this Point. The agreement is established in writing and notified to the Operator, who proceeds to modify the relevant Transmission Agreements.
5. In case of submission of an Application for the Provision of Natural Gas Transmission Services that refers to an Entry or Exit Point for which Transmission Capacity for Delivery or Reception respectively has already been booked by one or more Transmission Users, the following shall apply:
- A) As long as the Maximum Hourly Delivery or Reception Quantity declared in the Application, when added to the Maximum Hourly Delivery or Reception Quantity for all Transmission Users at the relevant Point, exceeds the maximum Natural Gas Supply as defined for this Point in accordance with articles [30] and [35], the Operator shall inform the applicant of this, recommending a modification of the Application so that, if the Application is accepted and considering the Transmission Agreements of the Transmission Users for that Point, the provisions of paragraph [4] are complied with.
 - B) As long as the Application is accepted, the Operator shall, after notifying them of this in writing, modify the Transmission Agreements of the other Transmission Users in order to comply with the provisions of paragraph [4]. Modification of the Maximum Hourly Delivery or Reception Quantity under the provisions of this paragraph do not constitute a modification which requires any written modification in the Natural Gas Transmission Agreement. It is not necessary to acquire the consent of the Transmission Users in order to carry out the above modifications.
6. Under a decision issued by RAE, following a recommendation by the Operator, in accordance with the provision of paragraph 3, article 71 of the Law, a part of the Transmission Capacity for Delivery at an Exit Point or Exit Points of the NNGTS or of the Gasification Capacity of the LNG Facility is defined and is booked to provide public utility services, particularly for reasons of stock security. The Operator recommendation:
- A) Shall document fully the reasons for which it is necessary to implement the above provision and is accompanied by all the relevant evidence

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- B) Shall describe the terms under which it is possible to make the said capacity available to Users in order to serve the demand for Natural Gas in Greek territory, and also, in the short term, to import Natural Gas with the aim of exporting it.
 - C) Shall provide assessments related to the time and actions necessary to increase the Transmission Capacity for Delivery so that the reasons for the implementation of the measure are eliminated.
7. Ten percent (10%) of the available Transmission Capacity for Delivery at the Entrance Points is made available for booking exclusively to Users for booking Transmission Capacity for Delivery under Transmission Agreements with a duration of one year. The Operator is obliged to notify the Electronic Informatics System of the exact amount of the Transmission Capacity for Delivery which corresponds to the above amount.

Article 11

Modification of Booked Transmission Capacity for Delivery/Reception following User Request

1. During the validity period of the Transmission Agreement, the Transmission User has the right to request that Transmission Capacity for Delivery/Reception which it has booked irrespective of the duration of the Agreement, if Booked Transfer Capacity is transferred to another User with the procedure provided for in Article [14].
2. During examination of the requests for the modification of Booked Transmission Capacity for Delivery/Reception as per the above, the Operator shall take into consideration the relevant provisions of the Network Code, in particular paragraph [13] of article [8] and articles [15], [16], [20AB and [20AC] including the reliable, secure and effective operation of the NNGTS. The rejection of the User's request shall be justified specifically by the Operator and shall be communicated to RAE.
3. In the aforementioned cases, as long as the Transmission User's request is accepted, the Operator promptly modifies the Booked Transmission Capacity for Delivery/Reception of the Transmission Users, amends the relevant Transmission Agreements respectively and updates, depending on the case, the Registry of Holders of Booked Transmission Capacity and the Electronic Transactions System and the Electronic Informatics System.

Article 12

Mandatory Modification of a Transmission User's Booked Transmission Capacity for Delivery/Reception

1. During validity of the Transmission Agreement, the Booked Transmission Capacity for Delivery/Reception of a Transmission User is necessarily modified by the Operator if there are reasons for this and the implementation procedure in articles [15], [16] and [20AB] and/or [20AC] has been followed.
2. The modification of the Booked Transmission Capacity for Delivery/Reception of the Transmission User as per the provisions of this article is not a modification which requires written modification of the Natural Gas Transmission Agreement. The said modifications apply immediately upon issuance of the Operator's decision, as per the provisions of paragraph 5, article 71 of the Law. The Operator's decision shall include the reasoning for and duration of, the modification performed.
3. In the aforementioned cases, the Operator promptly modifies the Booked Transmission Capacity for Delivery/Reception of the Users and updates the Users, and depending on the case, the Registry of Holders of Booked Transmission Capacity for Delivery/Reception, the Electronic Informatics System and the Electronic Transactions System.

Article 13

Registry of Holders of Booked Transmission Capacity for Delivery/Reception

1. The Operator enters the Transmission Users who have entered into Transmission Agreements for Delivery/Reception under this Chapter, and Transmission Users who have entered into Agreements under Chapter 2A, in the Registry of Holders of Booked Transmission Capacity for Delivery/Reception (Registry of Holders).
2. For each Transmission User, the Operator enters in the Registry mentioned in the previous paragraph, the Transmission Capacity that it has booked at each Entry Point, each Virtual Entry Point and each Virtual Exit Point, as per the terms of the Transmission Agreements, the Interruptible Basis Transmission Agreements and the Virtual Reverse Flow Agreements which it has entered into. The Operator updates the Registry with any modification of the above amounts.

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3. Following a relevant application by a Transmission User, the Operator issues an extract from the Registry (Booked Transmission Capacity for Delivery/Reception Certificate) which states, as a minimum,
- A) The issue date of the Certificate and the Day to which the details listed in the Certificate refer.
 - B) The details of the Transmission User.
 - C) Where applicable, the numbers of Transmission Agreements, Interruptible Basis Transmission Agreements and Virtual Reverse Flow Agreements which the User has entered into with the Operator and for each contract:
 - (i) The Day the provision of the relevant Transmission Services, Transmission on an Interruptible Basis Services and Virtual Reverse Flow Services commences and ceases.
 - (ii) The Booked Transmission Capacity for Delivery and the Booked Interruptible Transmission Capacity for Delivery per Entry Point.
 - (iii) The Booked Transmission Capacity for Reception and the Booked Interruptible Transmission Capacity for Reception per Exit point.
 - (iv) The Booked Transmission Capacity for Delivery per Virtual Entry Point.
 - (v) The Booked Transmission Capacity for Virtual Reception per Virtual Exit Point.
 - D) The Total Booked Transmission Capacity for Delivery, as defined in paragraph [3] Article [10] and the total Booked Interruptible Transmission Capacity for Delivery of the Transmission User, per Entry Point.
 - E) The Total Booked Transmission Capacity for Reception, in accordance with the provisions of paragraph [3] of article [10], the total Booked Interruptible Transmission Capacity for Reception and total Booked Transmission Capacity for Virtual Reception of the Transmission User per Exit Point and Virtual Exit Point.

Article 14

Transferring of Booked Transmission Capacity for Delivery/Reception

1. Each Transmission User (the Transferor User) may complete an agreement to transfer to another Transmission User (Transferee User) the entire or part of the

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- Transmission Capacity it has booked at an Entry or Exit Point (Transferred Booked Transmission Capacity for Delivery or Reception). With the transfer agreement the Transferor User and the Transferee User agree that the Transferee User is fully involved in the rights and obligations of the Transferor User emanating from the provisions of the Network Code and the terms of the Transmission Agreement and it is rendered exclusively responsible to the Operator for the fulfilment of the latter, particularly those related to Gas Balancing and the payment of the applicable NNGS Usage Tariff.
2. The agreement to transfer takes effect after the Operator has given written consent. To this end the contracting parties inform the Operator in writing of all the details of the transfer at least two (2) working days before the Day on which the transfer takes place. The Operator will not consent to the agreement and it will not take effect if at least one of the following applies
 - A) if carrying out the transfer would result in the violation of the provisions of article [10] and/or article [70] for the Transferor User or the Transferee User.
 - B) if the expiry date of the transfer agreement is later than the expiry date of the Transmission Agreement which relates to the Transmission Capacity for Delivery/Reception which is to be transferred.
 - C) if the Booked Transmission Capacity for Delivery/Reception exceeds the Booked Transmission Capacity for Delivery/Reception of the Transferor User
 - D) if the Transferee User has not completed the process of entering a Transmission Agreement with the Operator at least one (1) Day before the day on which the transfer takes place for the amount of Booked Transmission Capacity for Delivery/Reception to be transferred.
 3. If the conclusion of the above Transmission Agreement falls under paragraphs [10] and [11] of Article [8] the Transferor User is obliged to submit a revised Weekly Nomination under Chapter [4].

Article 14^A

Leasing of Booked Transmission Capacity for Delivery/Reception

1. Each Transmission User (the Lessor User) may complete an agreement to lease Transmission Capacity for Delivery/Reception with another Transmission User

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- (the Lessee User) for the entire or part of the Transmission Capacity it has booked for Delivery/Reception at an Entry or Exit Point.
2. With the agreement to lease Transmission Capacity for Delivery/Reception, the Lessor User undertakes, on behalf of the Lessing User, the delivery of Natural Gas Quantities to the Entry Points and/or the reception of Natural Gas Quantities from the Exit Points defined in the leasing agreement.
 3. In particular the following are set down in the agreement on leasing Transmission Capacity for Delivery/Reception:
 - A) The process by which the Lessor User is entitled to require the other party to discontinue the lease for part or all of the leased Transmission Capacity for Delivery/Reception, if this is necessary to serve the Lessor User's Customers.
 - B) The compensation which the Lessor User shall pay the Lessee User in the event of the lease being discontinued in the case stated in A). The compensation is determined by the Lessor User taking into account the estimate, made by the Lessor User, of the probability of the lease being discontinued during the period in which the lease agreement is in effect, based on estimations of developments in the demand for Natural Gas and relevant historical data.
 - C) The distribution process for the Natural Gas Quantities of the Lessor User and the Lessee User at the Entry and Exit Points used by both counterparties.
 4. The leasing of Transmission Capacity for Delivery/Reception does not require the consent of the Operator. The Lessor User remains exclusively responsible to the Operator for the fulfilment of the conditions resulting from the provisions of the Network Code and the terms of the Transmission Agreement concluded with the Operator, including those relating to Gas Balancing and paying the applicable NNGS Usage Tariff and shall notify the Operator of each leasing of Booked Transmission Capacity for Delivery/Reception within two (2) working days of the conclusion of the lease agreement. The Lessor User shall inform the Operator in any event that leads to the stopping the lease under case A) of paragraph [3].
 5. The Lessor User submits Weekly and Daily Nominations under Chapter [4].

Article 15

Release of Unused Booked Transmission Capacity for Delivery for Transmission Agreements which have a duration of more than one year

1. The Operator, on its justified decision, disengages, as per the provision of paragraph 5, article 71 of the Law the entire or part of the Transmission Capacity for Delivery which has been booked by the Transmission User at an Entry or Exit Point taking account of its eventual modifications under articles [11] and [12], provided that this has not been used and was not allocated via the process of Transferring under articles [14] and [20A] or the surrender procedure for Booked Transmission Capacity, under article [20AC]
2. Unused Booked Transmission Capacity for Delivery shall be disengaged in accordance with paragraph [1] provided that the following apply:
 - A) There is a request to book Transmission Capacity for Delivery at the point in question under article [8] and the available Transmission Capacity for Delivery at the Point is not sufficient to satisfy this request and
 - B) The average value of the sum of the Transmission Capacity for Delivery used and made available via the process of Transferring under Articles [14] and [20A] on the secondary market and via the process of surrendering under Article [20AC] during twelve (12) consecutive months preceding the month in which the request was submitted under case A), is less than 80% of the Transmission Capacity for Delivery which has been booked at the Entry Point by the Transmission User Operator for that period.
3. The Transmission Capacity for Delivery is disengaged in respect to the parts and for the time which is required to completely satisfy the applicant in case A) of paragraph [2].
4. The consent of the Transmission User from which the Transmission Capacity for Delivery is being disengaged is not required to carry out the above transfer.
5. The Operator shall send RAE, in electronic and editable form, a breakdown (Breakdown of Use), which includes at least the following data, per Day, per Entry Point and per User, for the previous three months:
 - A) The quantity of Natural Gas that the User declared that he would deliver to that Point according to its Daily Nomination.

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- B) The quantity of Natural Gas allocated to the Transmission User during the Final Distribution.
 - C) The User's Booked Transmission Capacity for Delivery per Entry Point and per Transmission Agreement which has been entered into by the User with the Operator.
6. The Breakdown of Use shall be submitted to RAE together with the Nomination on the Placement of Unused Transmission Capacity under Article [20A].
7. Where the data in the Breakdown of Use and the Nomination on the Placement of Unused Transmission Capacity under Article [20A] shows:
- A) Systematic non-use of Booked Transmission Capacity for Delivery in case B) of paragraph [2], which may adversely affect the access of third parties to NNGS, the financial effectiveness thereof, the supply safety and the ability to provide public utility services and
 - B) The non-offer on the secondary market under Article [20A] of all or part of the Booked Transmission Capacity for a period of at least twelve (12) consecutive Months

RAE may require the Operator to call the User to provide clarifications to the User within a minimum deadline period of fifteen (15) days, in order for the latter to justify such non usage of Transmission Capacity for Delivery that it had booked at that Point. If the Transmission User has not justified in due time or sufficiently such non-usage of Transmission Capacity for Delivery, the Operator, at its discretion, proceeds to the release of the part of the Transmission Capacity for Delivery which it calculates as being the product of the Booked Transmission Capacity for Delivery and the value which is the greater of 20% of the Transmission Capacity the User had booked at the Entry Point and the difference between the unit of the ratio of the mean value of the sum of case B) of paragraph [2] and the Booked Transmission Capacity for Delivery (Unused Capacity). The first time this measure is implemented in respect of a User, the period of release is equal to thirty (30) Days. The timing of the release is doubled with each release which is applied to the same User. If within a period of forty-eight (48) consecutive months 4 releases are imposed on the same User for the same Entry Point under this paragraph, the operator disengages from the User the Unused Capacity as above for the remainder of the Agreement.

8. The Transmission User from whom Transmission Capacity for Delivery is disengaged is not relieved from the obligation to pay the charge related to the disengaged Transmission Capacity, as per the NNGS Usage Tariff except after the

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- signature of the applicant's Agreement with the Operator under point A) of paragraph [2] or another interested party and only for the charge for the Transmission Capacity for Delivery to which the new Agreement relates and for the period of that Agreement
9. With the completion of a Transmission Agreement between the applicant under point A) of paragraph [2] and the Operator or other interested party as a result of paragraph [7], the Operator reduces, under Article [12], the Transmission User's Booked Transmission Capacity for Delivery by the disengaged amount for the period the Transmission Agreement which the Operator concludes with the applicant is in force.
 10. The disengaged Transmission Capacity for Delivery is counted in the available Transmission Capacity for Delivery at the Point from the Day of release, and is reduced or reduced to zero with the signing of the contract between the applicant in point A) of paragraph [2] and the Operator or any other interested party.
 11. Any decision by the Operator in relation to the release of Transmission Capacity for Delivery accordance with this Article shall be notified to RAE and to the Transmission User concerned and posted on the operator's website in Greek and English.

Article 16

Release of Unused Booked Transmission Capacity for Reception

1. If a User submits an application for the Booking Transmission Capacity for Reception at an Exit Point in order to serve a Customer, served by another Transmission User and:
 - A) The applicant User submits a written statement of the Customer or of the Customer's Supplier that the Customer or the Customer's Supplier shall be served by the applicant-User and shall stop being served by the other Transmission User or shall not be served by him for a certain time period, and
 - B) The available Reception Transmission Capacity at the Exit Point does not suffice

the Operator shall disengage, on its justified decision and as per the provision of paragraph 5, Article 71 of the Law, from the Transmission User that served the Customer or its Supplier to that time, the part of the Booked Transmission Capacity for Reception needed to serve the Customer or its Supplier, and shall respectively book for the applicant-User, Reception Transmission Capacity of at

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- least an equal amount at the relevant Exit Point and for the time period stated in the statement of the Customer or the Customer's Supplier.
2. It is not necessary to acquire the consent of the Transmission User from whom the Reception Transmission Capacity is disengaged In order to make the said transfer,
 3. The Transmission User from whom the Reception Transmission Capacity is disengaged is exempt from the requirement to pay the amount based on the NNGS Usage Tariff for the period of time the relevant Reception Transmission Capacity is disengaged. The User in favour of whom the release of the above Transmission Capacity for Reception was made completes a separate Transmission Agreement for this booking and is obliged to pay the corresponding amount to the Operator, in accordance with the NNGS Usage Tariff for the period of time the relevant Reception Transmission Capacity is disengaged.

Article 17

Article 18

Article 19

Resale of Natural Gas

1. Each Selecting Customer (Offering Customer) may offer for resale Quantities of Natural Gas, which it acquired from a Natural Gas Supplier or were imported on its account, to another Selecting Customer (Transferee Customer), in accordance with the provision of this article.
2. The Offering Customer notifies the Operator in writing of the intended natural gas resale (Resale Offer) requesting the Operator to register this notice for Resale Offer in the Electronic Transactions System. The Offering Customer states in the previously mentioned notice the Days for which it wishes to offer Natural Gas, the maximum Natural Gas Quantity for resale on each Day and the price requested, the proposed Resale Agreement terms, as well as the number of working days required by the Customer for examining Purchaser's reliability prior to signing a natural gas Resale Agreement.
3. The Operator shall register, within two (2) days from receipt, in the Electronic Transactions System each notice for Resale Offer that meets with the above requirements, preserving the anonymity of the Offering Customer.

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4. The Operator shall develop and implement a process in the Electronic Transactions System that shall enable other Selecting Customers to declare Resale Offer acceptance. Moreover, through this system the Offering Customer shall be properly notified of every such acceptance in compliance with the confidentiality rules pertaining to the Transferee Customer's Anonymity. Within one (1) Day from the receipt of the Offering Customer's relevant written notice, the Operator shall withdraw the corresponding Resale Offer from the Electronic Transactions System, on the condition that no other Transferee Customer has accepted this Offer by that time.
 5. The acceptance of Resale Offer shall bind the Transferee Customer to proceed with the resale agreement, on the condition that the Offering Customer shall approve its reliability within the period specified in Resale Offer.
 6. At least five (5) days prior to the beginning of the Natural Gas resale, the Offering Customer shall submit to the Operator a Natural Gas Resale Application which shall state, as a minimum, the Days during which resale shall be in force, the Maximum Daily Quantity of Natural Gas to be resold during each such Day, and the Exit Point from which the resold quantity of natural gas shall be received. Along with the Natural Gas Resale Application the statement of the Transferee Customer concerning the acceptance of the above shall also be submitted.
 7. The Operator is obliged, providing justification, to accept or reject the Natural Gas Resale Application within five (5) days.
 8. The Operator shall have no liability whatsoever against the resale contracting parties or any other party, in respect of authority, acceptance, or any breach of resale agreement terms, as these have been stated in the Electronic Transactions System as Resale Offers.
 9. The provisions of paragraphs [2] to [8] shall not be applied until the Electronic Transactions' System is operational.
 10. Prerequisites for conducting Resale of Natural Gas are the Operator's acceptance of the Natural Gas Resale Application under the prerequisite of the implementation of paragraph [7] and the existence of a current Transmission Agreement which, in accordance with the provisions of Article [10], guarantees:
 - A) Transmission Capacity for Delivery at Virtual Entry Points which correspond to Exit Points from which the Offering Customer is served,
 - B) Transmission Capacity for Reception at Exit Points from which the Transferee Customer is served.

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11. The above Transmission Agreement may be concluded between the Operator and:
 - A) The Offering Customer, as long as it is a NNGS User, or
 - B) of the Transferee Customer, as long as it is a NNGS User, or
 - C) A third User.
 12. To complete the Transmission Agreement, the procedure of article [8] must be followed. The following shall be submitted with the Application for the Provision of Natural Gas Transmission Services:
 - A) A Nomination from the Transferee Customer relating to the acceptance of the Resale of Natural Gas from the Offering Customer
 - B) A Nomination from the Offering Customer and the Transferee Customer relating to the Transmission Agreement completed for the purpose of Natural Gas Resale by the Offering Customer or the Transferee Customer or the third User, as applicable.
 13. Throughout the duration of the Transmission Agreement the Transmission User submits Weekly and Daily Nominations of virtual delivery of a Quantity of Natural Gas at the Virtual Entry Points defined in the Transmission Agreement, as it would have to do under Section [4] for Entry Points, for the Transmission and receipt of the said Quantity at Exit Points from which the Transferee Customer is served as specified in the Transmission Agreement. The Natural Gas Quantity which the Transmission User nominates each Day in the Weekly or Daily Nomination for the virtual delivery at each Virtual Entry Point may not exceed the Quantity nominated on the same Day to be received on behalf of the Offering Customer at the corresponding Exit Point.
 14. Any further detail for the implementation of this article shall be regulated by the Operator's decision, followed by RAE approval, and in accordance with the provision of paragraph 4, article 69 of the Law and is published on its responsibility.

Article 20

Congestion Management

1. In the event that the Transmission Capacity which has been booked by Transmission Users at any Entry or Exit Point, exceeds two thirds (2/3) of the

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- Transmission Capacity specified at that Point, the Operator should immediately inform RAE and the Users.
2. The above notification obligation shall not apply in case of an Exit Point serving exclusively one (1) Natural Gas consumer.
 3. The Operator should immediately notify RAE in the event that the Transmission Capacity available at an Entry or Exit Point is not sufficient to fulfil a User's request for Transmission Capacity Booking at that Point to serve a new Natural Gas consumer (Congestion)
 4. The notification under the previous article should be accompanied by the Operator's assessment specifically with regard to feasibility, cost and time of Congestion relief, and additionally with the possibility of the performance of additional Maintenance or investment for the expansion of the Transmission Capacity at the relevant Entry or Exit Point.

Article 20A

Offer of unused Booked Transmission Capacity for Delivery/Reception on the secondary market

1. Each Transmission User may allocate the part of the Booked Transmission Capacity for Delivery or Reception which it will not use to third party Users to transfer, under Article [14] or for leasing under Article [14A] for a given period, in accordance with the provisions of this Article.
2. Without prejudice to paragraph [5] on the placement of unused Booked Transmission Capacity for Delivery/Reception on the secondary market, the offering User must submit a relevant offer in writing to the Operator, while at the same time requesting the registration of its offer in the Electronic Transactions System. The offer must refer to the Entry or Exit Points, and for each such Point it must mention the size of the offered Booked Transmission Capacity, the Day or the time during which the Booked Transmission Capacity is offered, the price that the offering User requires to place the Transmission capacity, the terms for the examination of the requests from the interested Users and, in the case of an offer lease, the details defined in case A) of paragraph 3 of Article [14A].
3. The Operator shall reject the User's offer in writing on the working day after receiving the offer and shall not record in the Electronic Transactions System an offer placing Booked Transmission Capacity for Delivery/Reception if:

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- A) The offer does not include all the information required under paragraph [2], or
 - B) The offered Booked Transmission Capacity exceeds the offering User's Total Booked Transmission Capacity for Delivery or Reception at the Entry or Exit Point, respectively, pursuant to the Transmission Agreements it has entered into
4. The Operator shall register in the Electronic Transactions System, within two (2) working days of receiving the offer, each offer to place Booked Transmission Capacity for Delivery or Reception that was accepted. The registration is done in a way which ensures the anonymity of the offering User and the confidentiality of information relating to the interested users. Interested Users declare their acceptance of the offer to place Transmission Capacity for Delivery or Reception through the Electronic Transactions System. The offering User is informed of any such acceptance through the Electronic Transactions System. The Operator will withdraw any proposed placement of Booked Transmission Capacity on the secondary market on the Electronic Transactions System within one (1) business day following receipt of written notice by the offering User.
 5. Until the Electronic Transactions System is in operation, each Transmission User may allocate unused Booked Transmission Capacity for Delivery or Reception on the secondary market in any of the following ways:
 - A) In accordance with the procedure under paragraphs [2] to [4] where:
 - (i) Every reference to the Electronic Transactions System will be understood as a reference to the Electronic Informatics System.
 - (ii) The acceptance of the offer on behalf of the interested Users, and the Operator informing the offering User of this, under the provisions of paragraph [4], by fax or e-mail.
 - B) Following bilateral negotiations, subject to compliance with the provisions of Article [14], in the case of transferring and [14A], in the case of leasing Transmission Capacity. At the end of the process applied in each case, the Operator publishes the Entry Points or Exit Points to which the transfer or lease refer, and for each such Point, the size of the Booked Transmission Capacity which was transferred or leased and the Day on which the duration of the transfer or lease of such Transmission Capacity begins.
 - C) In accordance with the open procedure carried out by the offering User, which shall be based on market mechanisms and shall be posted on the

offering User's website and shall be published on Electronic Information System. In this case, the offering User shall inform the Operator in writing of the initiation of this open procedure, and at the same time shall request the Operator to post the notification on the Electronic Informatics System. The offering User's notification should include all the items in paragraph [2] and also the procedure used to carry out the open procedure and to allocate the Transmission Capacity to interested parties. At the end of the process, the offering User shall inform the Operator, in writing, on the results of the open process and on every detail which is necessary to complete the transfer or lease process under Articles [14] and [14A] respectively. At the end of the procedure applied in any case, the Operator shall notify the Electronic Informatics System of the Entry Points or Exit Points to which the transfer or lease refer, and for each such Point, the size of the Booked Transmission Capacity which was transferred or leased and also the time or period of the transfer or lease of such Transmission Capacity.

6. Within thirty (30) days of the end of each quarter, the Operator shall submit to RAE a Report on the Placement of Unused Transmission Capacity. The report describes cases where unused Booked Transmission Capacity from the Transmission Users was allocated to other interested Users for each of the previous three (3) months including all relevant details relating to the placement process.
7. The Operator shall keep records in electronic form for at least five (5) years. These records shall include:
 - A) The size of Transmission Capacity for Delivery and Reception per Entry or Exit Point which was transferred or leased.
 - B) The duration of the transfer or leasing.
 - C) Every detail relating to the interruption of the lease.
8. By decision of the Operator after approval by RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, it is possible to set a maximum price limit for offers for transfer or lease of Booked Transmission Capacity under paragraphs [2] and [5], for a specific time period which may not exceed two (2) months, provided that it is proved that the price is at unreasonably high levels under the rules of fair competition and the conditions for the offer of Transmission Capacity in the natural gas market in the period when the measure is taken, taking into account NNGS Usage Tariff. The details of the

implementation of the measure are specified in the decision of the Operator as above.

Article 20^{AB}

Offer of Additional Transmission Capacity for Delivery and Buy-back Procedure

1. Additional Transmission Capacity for Delivery is defined as the Transmission Capacity, on a continuous basis which is provided by the Operator to be booked by the Users, in addition to the Transmission Capacity for Delivery of an NNGS Entry Point, other than the LNG Entry Point. The Additional Transmission Capacity for Delivery is added to the Transmission Capacity for Delivery of an NNGS Entry Point and is taken into account in determining respectively the available Transmission Capacity for Delivery at the Point
2. The Operator shall publish the following in the Electronic Informatics System at the latest 15 days before the start of the Month M:
 - A) The Additional Transmission Capacity for Delivery at each Entry Point of the NNGTS except the LNG Entry Point for the Month M, which has a fixed price for the entire Month and may be equal to or greater than zero.
 - B) The available Delivery Transmission Capacity for each Day of the Month M, as found taking into account the Additional Transmission Capacity for Delivery.
 - C) a brief report in which it specifies the reasons behind its estimate of the Additional Transmission Capacity for Delivery.
3. The methodology for calculating the Additional Transmission Capacity Delivery per Entry Point of the NNGTS except the LNG Entry Point, shall be published by the Operator in the Electronic Informatics System. In determining the Additional Transmission Capacity for Delivery for each Point, except the LNG Entry Point, the following, in particular, are taken into account:
 - A) Historical data on the Natural Gas Quantities delivered by Transmission Users at each Entry Point in Month M and the results of the relevant statistical analysis of that data.
 - B) The total Booked Transmission Capacity for Virtual Reception at the said Entry Point as a Virtual Exit Point, as well as historical data on the Natural

Gas Quantities received virtually by the Transmission Users at this Entry Point, as a Virtual Exit Point.

- C) The Annual Maintenance Plan or any Emergency Maintenance.
 - D) The reliable, safe and efficient operation of NNGS.
4. The operator is obliged to recalculate Additional Transmission Capacity for Delivery at the request of the RAE.
 5. In cases where, for one (1) Day all or part of the Additional Transmission Capacity for Delivery at an Entry Point has been booked and the Daily Transmission Nominations of Transmission Users, in accordance with Article [26], show that the difference between the Natural Gas Quantities which will be delivered to the Entry Point and those which will be received virtually from that Entry Point as a Virtual Exit Point exceeds the Transmission Capacity for Delivery at that Point, the Operator invites the Transmission Users to offer the Operator, for a consideration, part of the Transmission Capacity which it has booked, up to the amount of the Daily Delivery Quantity in accordance with the Daily Nominations submitted, reducing the Natural Gas Quantity which they nominated that they would deliver to this Entry Point on Day D by at least the offered part (Buy-back Procedure). All Transmission Users who have entered into a Transmission Agreement with the Operator in accordance with Article [8] and Article [20F] for the use of that Entry Point and who submitted a nonzero Daily Nomination during the Day for use of that Entry Point, are eligible to participate in the Buy-back Procedure.
 6. The Buy-back Procedure is applied every Day of the Month M for which the conditions in the previous paragraph are met. The time for starting the Buy-Back Process (Deadline for Buy-Back Commencement) shall be defined within fifteen (15) minutes from the Deadline for the Submission of Daily Nominations under paragraph [2] of Article [26]. The Buy-back Procedure shall be completed within forty-five (45) minutes from Deadline for Buy-back Commencement (Buy-back Closure Time).
 7. With the commencement of the Buy-back Procedure, the Operator announces, on the Electronic Information System, the Transmission Capacity for Buy-back and the Maximum Unit Price for Buy-back for each Entry Point affected by the Buy-Back Process.
 8. The Transmission Capacity for Buy-back is calculated for each Entry Point as the difference between the sum of the Natural Gas Quantities to be delivered at the Entry Point by Transmission Users, according to the Daily Nominations of

Transmission Users in accordance with Article [26], and the Transmission Capacity for Delivery of the Entry Point.

9. The Maximum Unit Price for Buy-back is calculated for each Entry Point in the Transmission System using the following formula:

$$\text{MMTE} = \text{Bmax} \times \text{SDMi} \times \text{P}$$

Where:

Bmax: the largest numerical value of Coefficient B for the booking of Transmission Capacity for Delivery to the relevant Entry Point, based on the Coefficients B of the existing Users' Transmission Agreements which relate to booked capacity at this Point.

ΣΔMi: The Coefficient for the Charge for Transmission Capacity, reduced per Day (€ / MWh) of the Year in question, for the Entry to the Transmission System to which this Entry Point belongs, in accordance with the NNGS Usage Tariff.

P: Surcharge Coefficient which has a value of 1.02. After the completion of the year following the year the Network Code was implemented, the Surcharge Coefficient is determined by the Operator after approval by RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, three months before the beginning of each Year.

10. Offers submitted through the Electronic Transactions System. Until the Electronic Transactions System is operating, offers shall be submitted electronically using the "User's Bid Form" which is published in the Electronic Informatics System.
11. Each offer consists of both a price (Buy-back Step Unit Price, € / MWh) and a Natural Gas Quantity which corresponds to all or part of the Transmission Capacity which the user has booked to Buy- back from the Operator (Buy-back Step Quantity, MWh / Day) via a Transmission Contract or Contracts at that Entry Point.
12. Each User may submit up to five (5) offers to the Buy-back Procedure within thirty (30) minutes from the Deadline for Buy-Back Commencement (Deadline for Buy-back Submission).
13. The Buy-back Step Unit Price has a value of from zero up to the Highest Buy-back Unit Price.

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14. Bids which are submitted on time and which include the details in paragraph [11] and satisfy the conditions set out in paragraphs [10] to [13] are considered to be approved.
 15. When evaluating the offers, the Operator shall prepare an electronic Offer Ranking Table where, for each approved bid, it will register the Buy-back Step Unit Price and the Buy-back Step Quantity. After the registration process for all offers is completed, the operator classifies the offers in ascending order of Buy-back Step Unit Price. Offers with the same unit price are considered to be a tie and are ranked in the same position on the ranking list.
 16. When the Offer Ranking Table is completed, the operator decides on the offers, per position in the Table (step price), starting at the offers with the lowest Buy-back Step Unit Price, as follows:
 - A) For the first step price which is defined by the smallest Buy-back Step Unit Price, having regard to the approved offers from participants in the Buy-back Procedure, the remaining part of the Transmission Capacity Buy-back at an Entry Point is calculated from the difference between the Transmission Capacity Buy-back at an Entry Point, as quoted by the Operator in accordance with paragraph [7], and the sum of the Buy-back Step Quantities of all Transmission Users in that particular step price, in accordance with the details of their offers.
 - B) For each further step price, if the Buy-back Procedure continues after the first step price, the remaining part of the Transmission Capacity Buy-back resulting from the value of the remaining part of the Transmission Capacity Buy-back at the previous Buy-back Step Unit Price, reduced by the sum Buy-back Step Quantities of all the Transmission Users in this particular step price, in accordance with the details of their offers.
 - C) In the event that at a Buy-back Step Unit Price the sum of the Users' Buy-back Step Quantities, in accordance with their offers, is less than the remaining part of the Transmission Capacity Buy-back at this particular step value, then the Operator shall accept all Users' offers for that step price, in accordance with the corresponding Buy-back Step Unit Price offered and the Operator moves to the next step price.
 - D) In the event that at a Buy-back Step Unit Price the sum of Users' Buy-back Step Quantities, in accordance with their offers, is equal to the remaining part of the Transmission Capacity Buy-back at this particular step price, then the Operator shall accept all Users' offers for that step

price, in accordance with the corresponding Buy-back Step Unit Price offered and the Buy-back Procedure is completed.

E) In the event that at a Buy-back Step Unit Price the sum of Users' Buy-back Step Quantities is greater than the remaining part of the Transmission Capacity Buy-back at this particular step value, the Operator modifies the Users' offers regarding the Buy-back Step Quantities which relate to that specific price step, in proportion to the total Buy-back Step Quantities nominated by all the Transmission Users which participate in that particular price step in the process, and the remaining part of Transmission Capacity Buy-back. Each of the above Buy-back Step Quantities of a User is related to the Buy-back Step Unit Price and the Buy-back Procedure is completed.

17. In the event that at a Buy-back Step Unit Price the price is equal to the Highest Buy-back Unit Price, and at this particular price step the sum of Users' Buy-back Step Quantities according to their offers is less than remaining part of the Transmission Capacity Buy-back at this step price, then the Operator accepts all the Users' offers for that particular step price in accordance with the corresponding Buy-back Step Unit Price they offered and the Operator shall take the following actions to complete the Buy-back Procedure:

A) It calculates the final remaining part of the Transmission Capacity Buy-back as the difference between the sum of the Buy-back Quantities at this particular step and the remaining part of the Transmission Capacity Buy-back at this step.

B) It allocates to the Transmission Users who were entitled to participate in the Buy-back Procedure, as defined in paragraph [5] of this article, the final remaining part of the Transmission Capacity Buy-back in the ratio of the Natural Gas Quantity each user stated that it would deliver at this Entry Point, according to the Daily Nomination it submitted, to the total of Natural Gas Quantities to be delivered at that Entry Point in accordance with the submitted Daily Nominations of the Transmission Users.

C) It redistributes the allocated part of the Transmission Capacity Buy-back under case B) to each Transmission User, in accordance with the ratio of the Booked Transmission Capacity for Delivery at this Entry Point to the total Booked Transmission Capacity Delivery of the User. The amounts resulting from this reallocation are the Buy-back Step Quantities per Transmission User

D) It calculates the unit buy-back price for the above Buy-back Step Quantities per User. The unit buy-back price per User for the Buy-back Step Quantity that it has been allotted is the product of Coefficient B for the booking of Transmission Capacity for Delivery at this Entry Point, on the basis of the Transmission Contract of the User in force from time to time which relates to the booking of capacity at that Point, and The Coefficient for the Charge for Transmission Capacity, reduced per Day (€/MWh) of the relevant Year, for the Entry of the Transmission System to which that Entry Point belongs.

18. If offers are not submitted under the Buy-back Procedure or if none of the offers submitted is approved in accordance with [14], the applicable allocation procedure in paragraph [17] is applied for the distribution of Transmission Capacity Buy-back to Transmission Users.
19. Through the Electronic Informatics System, the Operator shall notify the Transmission Users which submitted offers to the Buy-back Procedure, and/or which were allocated Buy-back Step Quantity as defined in paragraphs [17] or [18], of the entire Natural Gas Quantity for Buy-back relating to them (Size of User Buy-back), and the corresponding unit price according to the standard "Completion of Buy-Back Procedure Form". The operator calls on the Transmission Users to modify the Natural Gas Quantity that they will deliver at the Entry Point, in accordance with the submitted Daily Transmission Nomination, to that amount reduced by the Natural Gas Quantity for buy-back indicated on the Completion of Buy-Back Procedure Form and to resubmit a Daily Transmission Nomination to Operator within fifteen (15) minutes of Buy-back Closure Time. The provisions of Chapter [4] shall apply, after applying the provisions of article [12], for approval or rejection of the Daily Transmission Nomination.
20. The Operator shall keep electronic records in editable form for at least five (5) years. As a minimum these records shall include the following per Transmission User and per Entry Point for each Day during which the Buy-back Procedure was implemented:
- A) The size of Transmission Capacity Buy-back and the weighted average buy-back price per Entry Point.
 - B) The information which was submitted by the Transmission Users during the Buy-back Procedure, per Transmission User and per Entry Point, and its results.

Article 20^{AC}

Surrender of Booked Transmission Capacity for Delivery/Reception to the Operator

1. Each Transmission User (Providing User) may surrender all or part of the Booked Transmission Capacity for Delivery and/or Reception (Returned Transmission Capacity for Delivery and/or Reception) to the Operator, for disposal to other interested parties, for a given period in accordance with the provisions of this Article.
2. The Transmission User may not surrender, and the Operator shall not accept the surrender of, all or part of the Transmission Capacity for Delivery and/or Reception, which is booked through Transmission Contracts for periods of one (1) Day or which has been allocated as an offer on the secondary market in accordance with the provisions of Articles [14] and [20A] for that period.
3. The Providing User must submit a request in writing to the Operator, in the format "Application for the Surrender of Booked Transmission Capacity for Delivery/Reception", which is published in the Electronic Informatics System. In the application, the Entry Points or Exit Points should be referred to separately and for each such Point the following should be stated:
 - A) The amount of the Surrendered Transmission Capacity for Delivery/Reception per Transmission Agreement, which must not exceed the Booked Transmission Capacity for Delivery/Reception under that the contract.
 - B) The Transmission Agreement by which it has booked the above amount, and
 - C) The start Day and the end Day of the disposition of Surrendered Transmission Capacity for Delivery/Reception

The Application for the Surrender of Booked Transmission Capacity for Delivery/Reception must be submitted at least two (2) business days before the start Day for the disposition of the Surrendered Transmission Capacity.

The end Day for the disposal of the Surrendered Transmission Capacity for Delivery and/or Reception is, at the latest, the Day on which the Transmission Agreement which it has been booked expires.

4. During the next business day after the Day the Transmission User Provider's Application was submitted the Operator shall determine and inform the

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- Transmission User Provider in writing of the acceptance or rejection of the application, if it is not in accordance with the provisions of paragraph [3] of this Article.
5. If the application is accepted, the operator shall update the Electronic Informatics System. The Surrendered Transmission Capacity for Delivery and/or Reception is counted in the available Transmission Capacity for Delivery and/or Reception at the Entry or Exit Point, respectively, and is available to all interested parties.
 6. In the case of Surrendered Transmission Capacity for Delivery and/or Reception at an Entry Point or Exit point by several Transmission User Providers, the Operator observes an order of priority in accordance with the chronological order of submission thereof.
 7. The Transmission User Provider retains all rights and obligations in respect to the Operator, in particular financial rights and obligations in accordance with the Transmission Agreement and the NNGS Usage Tariff, in respect to the quantity and during the time of the Surrendered Transmission Capacity for Delivery and/or Reception has been booked in favour of a third party pursuant to Article [8].
 8. The Transmission User Provider is not entitled to dispose all or part of the surrendered Transmission Capacity for Delivery and/or Reception on the secondary market, as defined in Article [20A], for the period between the start Day and the end Day of disposition as given on the Application for the Surrender of Booked Transmission Capacity for Delivery/Reception.
 9. After the conclusion of Transmission Agreement between the Operator and the third party interested User for the booking of all or part of the Surrendered Transmission Capacity for Delivery/Reception, the Operator reduces equally under Article [12] the Booked Transmission Capacity for Delivery/Reception of the Transmission User Provider by the part which is booked by the third party User for the period to which the Transmission Agreement relates and shall inform the Transmission User Provider of this in writing.
 10. Where the provisions of paragraph [10] of Article [8] are applied, the Transmission User Provider is obliged to submit a revised Weekly Nomination as set out in Article [24A].
 11. The Operator shall keep electronic records in editable form for at least five (5) years. As a minimum these records shall include the following
 - A) The quantity of Surrendered Transmission Capacity for Delivery/Reception and per Entry Point or Exit Point and the period for

which this is surrendered to the Operator in accordance with the provisions of this article

- B) The quantity of Surrendered Transmission Capacity for Delivery/Reception and per Entry Point or Exit Point which is booked by an interested third party and the period for which it is booked.
- C) Statement by the Transmission User Provider who surrendered the capacity
- D) The percentage of Surrendered Transmission Capacity for Delivery and Reception per Entry Point or Exit Point in relation to the Booked Transmission Capacity for Delivery and Reception per Entry Point or Exit Point

CHAPTER 2^A

PROVISION OF NATURAL GAS TRANSMISSION SERVICES ON AN INTERRUPTIBLE BASIS AND REVERSE FLOW

Article 20B

Natural Gas Transmission Service on an Interruptible Basis

1. The Operator provides to Users, under the terms and conditions of the Network Code, the following Natural Gas Transmission Service on an Interruptible Basis (Interruptible Transmission Service), in the most economical, transparent and direct way, without discriminating between Users as follows:

- A) In the case of Reception of a Natural Gas Quantity by the Operator from one or more Entry Points on an Interruptible Basis

(i) Transmission of a Natural Gas Quantity through NNGS

(ii) Delivery of a Natural Gas Quantity by the Operator to one or more Exit Points on uninterrupted or Interruptible Basis and/or virtually at the VNP.

B) In the case of Reception by the Operator of a Natural Gas Quantity virtually from the VNP

(i) Transmission of a Natural Gas Quantity through NNGS.

(ii) Delivery of a Natural Gas Quantity by the Operator to one or more Exit Points on an Interruptible Base.

C) Performing the necessary measurements via the measuring devices at the Entry and Exit Points.

2. Interruptible Transmission Services are only provided by the Operator at Entry Points or Exit Points at which the Transmission Capacity for Delivery or Reception, respectively, of the Point has already been booked.
3. To provide Interruptible Transmission Services a Transmission Agreement for Natural Gas on an Interruptible Basis must be entered into by the Operator and the User.

Article 20C

Transmission Agreement for Natural Gas on an Interruptible Basis

1. The Transmission Agreement for Natural Gas on an Interruptible Basis (Interruptible Basis Transmission Agreement) is concluded between:
 - A) The Operator.
 - B) Persons Registered in the NNGS Users' Registry Under Article 72 of the Law.
2. The Interruptible Basis Transmission Agreement, is concluded for a period of one (1) Day
3. The Interruptible Basis Transmission Agreement is drawn up in accordance with the standard contract issued under the provisions of case a) of paragraph 2 of Article 68 of the Law (Standard Transmission Agreement on an Interruptible Basis).

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4. The Interruptible Basis Transmission Agreement gives the contracting User the right to take any relevant legal action in compliance with the Network Code and imposes the obligation to pay the fees applicable to it pursuant to the NNGS Usage Tariff and the provisions of the Network Code.
 5. The Interruptible Basis Transmission Agreement shall determine at least the following
 - A) The Entry Points at which the Transmission User has the right to deliver Natural Gas to be injected to the Transmission System to the Operator, and for each Entry Point to which the Interruptible Basis Transmission Agreement refers:
 - (i) The Booked Interruptible Transmission Capacity for Delivery.
 - (ii) The minimum and maximum delivery pressure of the Natural Gas.
 - (iii) The probable offer of Interruptible Booked Transmission Capacity for Delivery, according to the statement of the Operator under Article [20D].

and/or

- B) The Exit Points from which the User is entitled to receive Natural Gas from the Transmission System, and for each Exit Point to which the Interruptible Basis Transmission Agreement relates:
 - (i) The Booked Transmission Capacity for Reception on an firm or interruptible basis.
 - (ii) The minimum and maximum reception pressure of the Natural Gas.
 - (iii) The probability on offer Interruptible Booked Transmission Capacity for Reception, according to the statement of the Operator under Article [20D], if the user requests the booking of Interruptible Reception Transmission Capacity at an Exit Point.
- C) The Ancillary Services provided to Transmission User.

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- D) The terms for the provision of the Interruptible Transmission Services and of the Auxiliary Services by the Operator and the obligations and rights of the User as per the Network Code.
 - E) The contractual liability limits of the contracting parties and the required guarantees deposited by the Transmission User for the execution of the Agreement, as well as the invoicing procedure of the Operator and the settlement by the Transmission User of the price for the relevant services
 - F) The cases of Force Majeure, resolution or termination of the Agreement, as well as the procedure for the settlement of disputes arising during application of the terms of the Agreement.
 - G) The procedure for the modification of the Agreement and for the amendment of its terms, in case of a change of the regulatory framework related to the organization of the natural gas market.
 - H) The use or not of the VNP
- 6) The Operator shall publish the text of the Standard Interruptible Basis Transmission Agreement, including the Annexes thereto, on its website.

Article 20D

Offer of Interruptible Natural Gas Transmission Services

1. Within fifteen (15) minutes of the completion of the procedure under Article [27], the Operator announces on the Electronic Informatics System, the Daily Additional Interruptible Transmission Capacity for Delivery (Additional Transmission Capacity for Delivery) per Entry Point and the Additional Daily Interruptible Transmission Capacity for Reception (Additional Transmission Capacity for Reception) per Exit Point for the next Day. The Operator's announcement includes the date and time of the announcement. The Transmission Services on an Interruptible Basis in accordance with this Article are offered with a fifty percent (50%) chance of interruption.
2. Additional Transmission Capacity for Delivery of an Entry Point is defined according to the following formula:

$$E\pi M\text{I}\Pi\text{A} = \max (0, (M\text{I}\Pi\text{A} - (\Sigma\Delta\text{I}\Pi\text{A} - \Sigma\Delta\text{E}\Pi\text{A})))$$

where

ΕπΜΙΠΑ The Additional Transmission Capacity for Delivery of an Entry Point.

ΜΙΠΑ The Transmission Capacity for Delivery of the Point.

ΣΔΠΠΑ The sum of the Delivery Quantities of the Natural Gas Quantities in accordance with the approved Daily Records of Transmission Users during the First Stage of Planning.

ΣΔΕΠΑ The sum of the Virtual Reception Quantities of all Transmission Users in accordance with the approved Daily Nominations as per First Stage of Planning.

- 3 The Additional Transmission Capacity for Reception of an Exit Point is defined according to the following formula:

$$\text{ΕπΜΙΠΑ} = \max (0, (\text{ΜΙΠΑ} - \Sigma\Delta\P\P\text{Α}))$$

where

ΕπΜΙΠΑ The Additional Transmission Capacity for Reception of the Exit Point.

ΜΙΠΑ The Transmission Capacity for Reception of the Exit Point.

ΣΔΠΠΑ The sum of the Reception Quantities of Natural Gas in accordance with the approved Daily Records of Transmission Users during the First Stage of Planning.

4. Persons who are registered in the Operator's Registry of Prospective Contracting Users and those who within the twelve (12) months before the submission of the Application have entered into at least one Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reverse Flow Agreement with the Operator and for whom there is no change in the already submitted legal documents have the right to submit an Application for the Provision of Natural Gas Transmission Services on an Interruptible Basis (Application) for the booking of all or part of the Additional Transmission Capacity for Delivery or Reception under this article. The deadline for submitting an application is one (1) hour of the announcement of additional Interruptible Transmission Capacity for Delivery or Reception by the Operator. The Application is accompanied by confirmation from the applicant's legal representative stating that the other documents already submitted as part of the

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- registration/updating process for the Registry of Potential Contracting Users under article [8A] or with its immediately preceding Application for the entering into a contract with the Operator continue to be in force and have not been amended.
5. For the purposes of this Article only, the Interruptible Transmission Capacity for Delivery or Reception requested for booking is the Daily Quantity of Delivery or Reception.
 6. In assessing applications the Operator observes an order of priority in accordance with the chronological order of submission thereof.
 7. The Operator shall decide on the request within fifteen (15) minutes from the time of submission. If the operator determines that the application is complete and there are no grounds for refusing it under the provisions of paragraph [9], it invites the applicant to enter into an Interruptible Basis Transmission Agreement for periods of one (1) Day within thirty (30) minutes of the time the application was submitted.
 8. The Operator rejects the Application in writing if it is not complete, or in the event that the requested Interruptible Transmission Capacity for Delivery or Reception exceeds the difference between the Additional Transmission Capacity for Delivery or Reception at that Point under paragraph [2], and the total Booked Transmission Capacity for Delivery/Reception for that point in accordance with this Article.
 9. Allocation of Interruptible Natural Gas Transmission Services on a Daily Basis is implemented exclusively through the Electronic Informatics System.
 10. The Operator announces, on the Electronic Informatics System, the details of the procedure for the provision of the relevant financial guarantee in accordance with the provisions of the Standard Interruptible Basis Transmission Agreement.

Article 20E

Natural Gas Transmission Services with the Virtual Reverse Flow procedure (backhaul)

- 1 The Operator provides Users, under the terms and conditions of the Network Code, the following Natural Gas Transmission Services on an Interruptible Basis with the Virtual Reverse Flow procedure (Virtual Reverse Flow Services), in the

most economical, transparent and direct way, without discrimination between Users:

- A) Reception by the Operator of a Natural Gas Quantity from one or more Entry Points and/or virtually from the VNP.
 - B) Delivery by the Operator of a Natural Gas Quantity from one or more Virtual Exit Points on an Interruptible basis.
 - C) Performing the necessary measurements via the measuring devices at Entry Points.
2. For Virtual Reverse Flow Services to be provided it is necessary for the Operator and the User to enter into a Virtual Reverse Flow Transmission Agreement

Article 20F

Virtual Reverse Flow Transmission Agreement

1. Virtual Reverse Flow Transmission Agreement is concluded between:
- A) the Operator.
 - B) Persons registered with the NNGS Users' Registry under Article 72 of the Law.
2. The Virtual Reverse Flow Transmission Agreement is concluded for a period of at least one (1) Day or multiples thereof.
3. The Virtual Reverse Flow Transmission Agreement is drafted in accordance with the standard contract published under the provisions of case a) of paragraph 2 of Article 68 of the Law.
4. The Virtual Reverse Flow Transmission Agreement gives the contracting User the right to take any relevant legal action in compliance with the Network Code and imposes the obligation to pay the fees applicable to it pursuant to the NNGS Usage Tariff and the provisions of the Network Code.
5. The Virtual Reverse Flow Transmission Agreement determines:
- A) The VNP or the Entry Points at which the Transmission User has the right to deliver to the Natural Gas to the Operator to be injected in the Transmission

System, and, for each Entry Point to which the Virtual Reverse Flow Agreement relates:

(i) The Booked Transmission Capacity for Delivery.

(ii) The Maximum Hourly Delivery Quantity.

(iii) The minimum and maximum delivery pressure for Natural Gas.

B) The Virtual Exit Points from which the User is entitled to receive virtual Natural Gas from the Transmission System and for each Virtual Exit Point to which the Virtual Reverse Flow Agreement relates

(i) The Booked Virtual Reception Transmission Capacity.

(ii) The probability of the offer of Booked Transmission Capacity for Virtual Reception.

C) The Ancillary Services provided to the Transmission User.

D) The terms for the provision of the Virtual Reverse Flow Transmission Services and the Auxiliary Services by the Operator and the obligations and rights of the User as per the Network Code.

E) The contractual liability limits of the contracting parties and the required guarantees deposited by the Transmission User for the execution of the Agreement, as well as the invoicing procedure of the Operator and the settlement by the Transmission User of the price for the relevant services

F) The cases of Force Majeure, resolution or termination of the Agreement, as well as the procedure for the settlement of disputes arising during application of the terms of the Agreement.

G) The procedure for the modification of the Agreement and for the amendment of its terms, in case of a change of the regulatory framework related to the organization of the natural gas market.

6) Transmission Capacity for Deliver cannot be booked at the VNP.

7) The Operator shall publish the text of the Standard Virtual Reverse Flow Services Transmission Agreement, including the Annexes thereto, on its website.

Article 20G

Offer of Natural Gas Transmission Services through the Virtual Reverse Flow Procedure

1. Transmission Capacity for Reception on an Interruptible Basis available for the provision of Virtual Reverse Flow Services (Virtual Reception Transmission Capacity) at a Virtual Exit Point is equal to the Transmission Capacity for Delivery Point of the Entry Point. Virtual Reverse Flow Services are offered with a 95% maximum probability of interruption.
2. The maximum Natural Gas Quantity received by Users at a Virtual Exit Point per Day D may not exceed the Natural Gas Quantity delivered to that Point by Users who use this point as Entry Point.
3. In order to complete a Virtual Reverse Flow Agreement the persons under case B) of paragraph [1] of Article [20F] must submit to the Operator, in writing or through the Electronic Informatics System, an Application for the Provision of Virtual Reverse Flow Natural Gas Transmission Services (Application) in accordance with the provisions of the Standard Virtual Reverse Flow Transmission Agreement. The Application shall be accompanied by the documents and information specified in the Standard Virtual Reverse Flow Agreement. The date the Application is submitted may be, at the most, one (1) year before the requested date of commencement of Natural Gas Transmission Services with the virtual reverse flow procedure. If, in the last twelve (12) months prior to the submission of the Application, the applicant has concluded at least one Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reverse Flow Agreement with the Operator or is registered in the Registry of Potential Contracting Users under article [8A], it is only necessary to submit the legal documents which have been modified, compared with those submitted with the immediately preceding Application to complete a contract or Application to be registered in or to update the Registry, together with confirmation from the applicant's legal representative stating that the other documents already submitted with the previous Application remain valid and have not been modified.
4. The Operator decides on the application within five (5) working days of the Date of Submission of Application. If the Operator judges the Application to be complete and there is no reason to reject it under the provisions of paragraph [7], the Operator invites the applicant to sign the Virtual Reverse Flow Agreement within five (5) working days of the Date of Submission of Application and, in all events, before no later than 13.00 hrs on the day preceding the Day on which the

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- Virtual Reverse Flow Agreement comes into force. If that Day is a Saturday the deadline for signing is 09.00 hrs
5. If the Operator verifies that there are omissions from the documents submitted, it invites the applicant to complete the application or to modify the application within three (3) working days from the Date it was submitted. If the applicant does not submit the requested items within that time the application is voided. The Operator decides on the completeness of the Application within two working days from the day that it is given the new items by the applicant. If there is no reason to reject the application under the provisions of paragraph [7], the Operator invites the applicant to sign the Virtual Reverse Flow Agreement within three (3) working days of the date the new items were submitted to the Operator and, in all events, before no later than 13.00 hrs on the day preceding the first Day on which the Virtual Reverse Flow Agreement comes into force. If that Day is a Saturday the deadline for signing is 09.00 hrs. on the Day on which the Operator is obliged to provide Transmission Services to the applicant.
 6. If the Application relates to an Agreement with a duration of one Day, the provisions and deadlines of paragraph [11] of Article 8 apply.
 7. The Operator rejects the application in writing if it is not properly completed and also if at least one of the following cases applies
 - A) The Transmission Capacity for Virtual Reception at a Virtual Exit Point which is requested for booking exceeds the available Transmission Capacity for Virtual Reception at that Point.
 - B) If the Entry Point is booked, at least one of the conditions of paragraph [13] of Article [8] applies.
 8. During evaluation of the applications, the Operator complies with the chronological order of submission thereof.
 9. The rejection of the application is fully documented by the Operator and is notified to the applicant and is communicated to RAE.
 10. Each Transmission User may allocate the part of the Booked Transmission Capacity for Delivery at an Entry Point and/or the part of the Booked Transmission Capacity for Delivery under this article which it will not use to third party Users to transfer, under Article [14] or for leasing under Article [14A] for a given period, in accordance with the provisions of Article [20A].

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11. The provisions of Articles [15], [20AB] and [20AC] shall apply for each Transmission User who has booked Transmission Capacity for Delivery at an Entry Point and/or Transmission Capacity for Virtual Reception through a Virtual Reverse Flow Agreement.
 12. In cases where the Booked Transmission Capacity for Delivery is transferred under the previous paragraphs or the Booked Transmission Capacity for Virtual Reception is altered under Article [20H], Articles [11] and [12] apply.

Article 20H

Release of unused Booked Virtual Transmission Capacity for Reception with a duration of more than one year

1. The Operator shall disengage, on its justified decision and as per the provision of paragraph 5, Article 71 of the Law, the whole or part of the Booked Virtual Transmission Capacity for Reception which has been booked by the Transmission User at a Virtual Exit Point, taking into account all the relevant transfers under articles [11] and [12], as long as it has not been used and has not been made available for transfer under articles [14] or [20A].
2. Unused Booked Transmission Capacity for Virtual Delivery shall be disengaged in accordance with paragraph [1] provided that following apply:
 - A) There is a request to book Transmission Capacity for Virtual Delivery at the point in question under articles [20F] and [20G] the available Transmission Capacity for Virtual Delivery at the Point is not sufficient to satisfy this request and
 - B) The average value of the sum of the Transmission Capacity for Virtual Reception used and made available via the process of Transferring under Articles [14] and [20A] on the secondary market during the twelve (12) consecutive months preceding the month in which the request was submitted under case A), is less than
 - (i) either 80% of the average value of the total of the Natural Gas Quantity which has been nominated by all the Users in accordance with their Daily Nominations during the time in question at the Point as an Entry Point, as long as that Amount is less than the User's Booked Transmission Capacity for Virtual Reception at the Virtual Exit Point.
 - (ii) or 80% of the User's Booked Transmission Capacity for Virtual Delivery at the Virtual Exit Point provided that this is less than the average value of the Natural Gas Quantity which has been nominated by

all the Transmission Users in accordance with their Daily Nominations during the time in question for this Point as an Entry Point.

- 3 The Transmission Capacity for Virtual Reception is disengaged by the parts and for the time which is required to completely satisfy the applicant in case A) of paragraph [2].
4. The consent of the Transmission User from which the Transmission Capacity for Reception is being disengaged is not required to carry out the above transfer.
- 5 The Breakdown of Use under article [15] shall, specifically for Virtual Reverse Flow Agreements, include the following data at a minimum, per Day, per Entry Point and per User,
 - A) The Natural Gas Quantity that the User nominated that he would receive virtually at that Point according to its Daily Nomination it submitted as an absolute value and as a percentage of the total Natural Gas Quantity which it was nominated would be received by all Transmission Users who use the Point in question as an Entry Point in accordance with their Daily Nominations.
 - B) The Natural Gas Quantity allocated to the Transmission User during the Final Distribution.
 - C) The User's Booked Transmission Capacity for Virtual Reception per Virtual Exit Point and per Virtual Reverse Flow Agreement which has been entered into by the User with the Operator.
6. The Report on the Placement of Unused Transmission Capacity under Article [20A] describes the cases of making unused Booked Transmission Capacity for Virtual Reception available by Transmission Users to other interested Users for each of the previous three (3) Months, including all relevant details pertaining to the disposal process.
7. Where, the data in the Breakdown of Use and the Report on the Placement of Unused Transmission Capacity under Article [20A] shows:
 - A) Systematic non-use of Booked Transmission Capacity for Virtual Reception in case B) of paragraph [2], which may adversely affect the access of third parties to NNGS
 - B) The non-offer on the secondary market under Article [20A] of all or part of the Booked Transmission Capacity for Virtual Reception for a period of at least twelve (12) consecutive Months

RAE may require the Operator to call the User to provide clarifications, giving the User a minimum deadline period of fifteen (15) days, in order for the latter to justify such non usage of Transmission Capacity for Virtual Reception that it had booked at that Point. If the Transmission User has not justified in due time or sufficiently such non usage of Transmission Capacity for Virtual Reception, the Operator, at its discretion, proceeds to disengage the part of the Transmission Capacity for Virtual Reception which it calculates as being the product of the Booked Transmission Capacity for Virtual Reception and the value which is found from the greater of 20% of the Transmission Capacity for Virtual Reception the User had booked at the Virtual Exit Point and the difference between the unit of the ratio of the mean value of the sum of case B) of paragraph [2] and the Booked Transmission Capacity for Virtual Reception (Unused Capacity). The first time this measure is implemented in respect of a User, the period of release is equal to thirty (30) Days. The timing of the release is doubled with each release which is applied to the same User. If within a period of forty-eight (48) consecutive months 4 releases are imposed on the same User for the same Entry Point under this paragraph, the operator disengages from the User the Unused Capacity as above for the remainder of the Agreement.

8. The Transmission User from whom Transmission Capacity for Virtual Reception is disengaged is not relieved from the obligation to pay the charge related to the disengaged Transmission Capacity, as per the NNGS Usage Tariff except after the signature of the applicant's Agreement with the Operator in case of A) of paragraph [2] or another interested party and only for the part for the Transmission Capacity for Virtual Reception to which the new Agreement relates and for the period of that Agreement
9. With the conclusion of a Virtual Reverse Flow Agreement between the applicant in case A) of paragraph [2] and the Operator or other interested party as a result of paragraph [7], the Operator reduces the Transmission User's Booked Transmission Capacity for Virtual Reception in accordance with article [12] by the disengaged amount for the duration of the Virtual Reverse Flow Agreement which the operator enters into with the applicant.
10. The Booked Transmission Capacity for Virtual Reception is counted in the available Transmission Capacity for Virtual Reception of the Point from the Day of release and is lessened or reduced to zero with the signing of the agreement between the applicant in case A) of paragraph [2] and the Operator or other interested party.

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11. Every decision of the Operator on the release of Transmission Capacity for Virtual Reception in accordance with this Article shall be notified to RAE and to the Transmission User concerned and is posted on the Operator's website in Greek and English.

CHAPTER 3

INTERCONNECTIONS

Article 21

Interconnection Agreements

1. The Operator in order to enhance the interoperability of the Connected Systems, the exchange of information and mutual cooperation, is entitled to enter agreements with operators of Connected Natural Gas Systems or Users (Interconnection Agreement), which determine the following:
 - A) The Entry Points at which Natural Gas shall be injected from the upstream Connected System or, respectively the Exit Points from which the Natural Gas shall be received from the NNGTS.
 - B) Any special provisions that govern such Entry or Exit Point.
 - C) The information process and the data to be exchanged between the Operator and the Counter-operator of the Connected System Agreement, in respect of Natural Gas Quantities and quality specifications stated by

each User as transmittable through the Connected System in order to be injected to or to be received from the NNGTS.

2. All Interconnection Agreements and each revision thereof are notified to RAE.
3. The Operator proceeds to all actions necessary for entering into Interconnection Agreement in respect of any existing or new Entry or Exit Point. The Operator has the right to decline to conclude an Interconnection Agreement if it deems that entering such an Agreement may adversely affect the Users. The Operator shall inform RAE of the reasons for its decision.
4. Transmission Users deliver Natural Gas to an Entry Point and receive Natural Gas from an Exit Point, taking into consideration the terms of an eventual Connected System Agreement which refers to the relevant Points. However, the absence of an Interconnection Agreement does not exclude Transmission Users from delivering or receiving Natural Gas to and from the relevant Points. The Operator is responsible for informing Users about the completion of Interconnection Agreements, providing them with all information necessary with regards to the Natural Gas delivery and reception terms of such Agreements.
5. The Interconnection Agreement does not release the Transmission or LNG Users or Operator from their obligations under the Network Code and the relevant Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements and LNG Facility Usage Agreements.

CHAPTER 4

NNGTS OPERATION PLANNING

Article 22

Weekly Planning

1. In the interests of the good, reliable, secure and most cost effective operation of NNGTS, the Operator establishes Weekly Planning, through which there is scheduling of the operation mode of the NNGTS for each Day of the following Week.
2. To this end, each Transmission User which has completed a Transmission Agreement or a Virtual Reverse Flow Agreement with the Operator submits to the Operator a Weekly Natural Gas Delivery and Reception Nomination (Weekly Nomination), according to the provisions of article [23].
3. The Weekly Nominations are indicative and do not establish rights and obligations for the Operator and the Transmission Users with regards to nominated Natural Gas Quantities.

Article 23

Submission and content of Weekly Nomination

1. The Weekly Nomination is submitted to the Operator, via the Electronic Informatics System, by 10:00 hrs on each Friday (Deadline for the Submission of Weekly Nominations) according to the sample titled “Weekly Natural Gas Delivery and Reception Nomination” which is published on the Electronic Informatics System.
2. Until the expiration of the Deadline for the Submission of Weekly Nominations, the Weekly Nomination can be freely modified by the Transmission User.
3. The sum of the Quantities of Natural Gas that the Transmission User nominates that it will deliver to the Entry Points/Virtual Exit Points and to the VNP each Day of the Week to which the Weekly Nomination relates, must equal the sum of Natural Gas Quantities that it nominates that it will receive from the Entry Points/Virtual Exit Points and from the VNP on the same Day.
4. The Transmission User is obliged to refer clearly for each Day to which the Weekly Nomination relates:
 - A) The quantity of Natural Gas that it will receive at Entry Points and Virtual Entry Points and which it will receive from Exit Points and Virtual Exit Points, on the basis of the corresponding Transmission Agreements or Virtual Reverse Flow Agreements which it has completed with the Operator.
 - B) For each LNG Facility Usage Agreement that serves it, the Natural Gas Quantity that it will deliver at an LNG Entry Point.
 - C) For each Transmission Agreement serving it, the Natural Gas Quantity which it will deliver virtually at the VNP.
 - D) For each Transmission Agreement or Virtual Reverse Flow Agreement which the Transmission User serves, the Natural Gas Quantity which it will receive virtually from the VNP
5. In the event that the Transmission User does not submit a Weekly Nomination under the provisions of this article or a modified Weekly Nomination under the provisions of article [24A], for Weekly Planning purposes, it is considered that on each Day of the Week related to the Weekly Nomination, the said User will deliver zero Quantities of Natural Gas to the Entry Points, Virtual Entry Points

and the VNP, and will receive zero Quantities of Natural Gas from Exit Points, Virtual Exit Points and the VNP.

6. The Operator shall keep an electronic record of the last Weekly Nominations of the Transmission Users, which were submitted before the expiry of the Deadline for the Submission of Weekly Nominations and maintains the relevant data relating to the nominations of Natural Gas Quantities in electronic, editable format for a minimum time period of five (5) years from the date they were sent

Article 24

Approval and modification of Weekly Nomination

1. The Operator establishes the Weekly Plan immediately upon expiration of the Deadline for the Submission of Weekly Nominations.
2. For the development of the Weekly Plan, the Operator takes into consideration the last Weekly Nomination sent by each Transmission User prior to the expiration of the Deadline for the Submission of Weekly Nominations, the functional limitations of the NNGS, as well as the terms of the Transmission Agreements, the Virtual Reverse Flow Agreements and the LNG Facility Usage Agreements entered with the Users.
3. The sum of the Natural Gas Quantities which are nominated to be virtually delivered at the VNP by all the Transmission Users must be equal to the sum of the Natural Gas Quantities which it is nominated will be received virtually from the VNP on the same Day by the Transmission Users.
4. The Operator modifies the Weekly Nomination of the Transmission User, if at least one of the following conditions applies:
 - A) The Nomination does not conform with the corresponding Transmission Agreement or Virtual Reverse Flow Agreement.
 - B) The Nomination does not comply with the provisions of the Network Code, particularly the provisions of articles [12], [20F], [23] and [79].
 - C) The sum of the Natural Gas Quantities for Delivery which are nominated by Transmission Users at a Virtual Exit Point for one or more Days which relate to the Weekly Nomination exceeds the sum of the Natural Gas

Quantities for Delivery nominated by Transmission Users at the same Point (as an Entry Point).

- D) The sum of the Natural Gas Quantities nominated by Transmission Users for virtual delivery to a Virtual Entry Point for one or more Days which relate to the Nomination exceeds the sum of the Natural Gas Quantities for Delivery nominated by the Transmission Users at the same Point (as an Exit Point).
5. The Operator, through the Electronic Informatics System, dispatches to the Transmission Users that submitted a Weekly Nomination, a Document of approval or modification thereof, according to the sample which is published in the Electronic Informatics System, within five (5) hours from the Deadline for the Submission of Weekly Nominations. The “Document of approval /modification of Weekly Natural Gas Delivery and Reception Nomination” includes in particular the contents of paragraph [4] of Article [23].
6. The modification of the Weekly Nomination of the Transmission User is specifically justified in the relative Document of the Operator.
7. The Operator files each Document of approval or modification electronically and maintains the relevant data relating to the Natural Gas Quantities in editable, electronic format for a minimum time period of five (5) years from their date of submission.

Article 24A

Revision of approved Weekly Nomination

1. It is permitted to revise an approved Weekly Nomination provided that the reasons given in Articles [14], [15], [16], [20AB] and /or [20AC] apply and the process of implementing these articles has been followed
2. A Revised Weekly Nomination is submitted to the Operator by the User, via the Electronic Informatics System, in the format “Weekly Nomination for Delivery and Reception of Natural Gas” as published in the Electronic Informatics System within two (2) hours of the completion of the assignment processes in Article [14], release under Articles [15] and [16] and surrender of Booked Transmission Capacity in Article [20AC]. In the event that the Transmission User not submit a revised Weekly Nomination, the modification is made by the Operator provided that the nominated deliveries and receptions of Natural Gas Quantities per

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- Entry/Exit Point exceeds the Booked Transmission Capacity for Delivery/Reception under Article [23].
3. With the revised Weekly Nomination, the Transmission User requests the necessary revisions to the details of its approved Weekly Nomination. The Operator shall approve or modifies the revised Weekly Nomination under paragraph [4] of Article [24].
 4. The operator, via the Electronic Informatics System, sends the Transmission User which submitted the revised Weekly Nomination, document of approval or modification thereto, in the format "Document of Approval / Modification of Weekly Nomination For Transmission", within one hour of the submission of the Revised Weekly Nomination. The "Document of Approval/Modification of Weekly Nomination For Transmission" includes in particular the information mentioned in paragraph [4] of Article [23].
 5. Modification of a Transmission User's Weekly Nomination must be justified, especially in the Operator's relevant act.
 6. A Weekly Nomination which is approved or modified by the Operator in this article shall replace the Transmission User's previous relevant approved Weekly Nomination.
 7. The Operator shall store every document of approval or modification electronically and shall keep the relevant data concerning the Natural Gas Quantities of natural gas in electronic and editable form for at least five (5) years from the date they were sent.

Article 25

Daily Planning

1. In the interests of the good, reliable, secure and most cost effective operation of NNGTS, the Operator establishes Daily Planning, through which there is scheduling of the operation mode of the NNGTS for the following Day.
2. To this end, each Transmission User which has entered into a Transmission Agreement or a Virtual Reverse Flow Agreement or an Interruptible Basis Transmission Agreement submits to the Operator a Daily Nomination on the Delivery and Reception of Natural Gas (Daily Nomination), according to the provisions of article [26].
3. The Operator shall prepare the Daily Planning in two stages.

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- A) During the first stage there is an examination of the Daily Nominations submitted by Transmission Users who have entered into Transmission Agreements and / or Virtual Reverse Flow Agreements with the Operator (First Stage of Planning).
 - B) During the first stage there is an examination of Daily Nominations submitted by Transmission Users who have entered into Interruptible Basis Transmission Agreements under Article [20D] and by Transmission Users who have entered into Transmission Agreements and / or Virtual Reverse Flow Agreements with the Operator provided that they serve or are served by Interruptible Basis Transmission Agreements (Second Stage of Planning).

Article 26

Submission and content of Daily Nomination

1. The Daily Nomination is submitted to the Operator by the Transmission Users, via the Electronic Informatics System, according to the sample titled “Daily Nomination for Natural Gas Delivery and Reception” which is published on the Electronic Informatics System.
2. Without prejudice to paragraph [4], the Transmission Users which have entered into Transmission Agreements or Virtual Reverse Flow Agreements with the Operator shall submit Daily Nominations by 18:00 hrs on the Day preceding the Day to which they relate. (Deadline for the Submission of Daily Nominations).
3. Transmission Users who have entered into Interruptible Basis Transmission Agreements with the Operator shall submit Daily Nominations by 22:45 on the Day preceding the Day to which the nominations relate (Deadline for Second Stage Nominations).
4. Transmission Users who have entered into a Transmission Agreement and/or a Virtual Reverse Flow Agreement with the Operator and service partially or are partially serviced by Interruptible Basis Transfer Agreements shall review, and submit by the Deadline for Second Stage Nominations, any Daily Nomination approved under the procedure of the First Stage of Planning. Revision is only permitted in respect of the Natural Gas Quantities which relate to the

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- corresponding by Interruptible Basis Transfer Agreements they service or by which they are serviced.
5. Transmission Users who have signed Transfer Agreements and/or contracts Virtual Reverse Flow Agreements with the Operator and which exclusively service or are serviced exclusively by Interruptible Basis Transfer Agreements only participate in the Second Stage of Planning and submit to the Daily Nomination by the Deadline for Second Stage Nominations.
 6. Until the expiration of the Nomination Deadline of each stage to which they relate, Daily Nominations can be freely modified by Transmission Users.
 7. Transmission Users who have concluded Transmission Agreement or Interruptible Basis Transmission Agreement or a Virtual Reverse Flow Agreement with the Operator send Daily Nominations.
 8. The Transmission User must indicate in the Daily Nomination for each Transmission Agreement or Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement:
 - A) The Natural Gas Quantity to be delivered at Entry Points and Virtual Entry Points, and that it will receive from Exit Points and Virtual Exit Points, according to the respective Transmission Agreements or Virtual Reverse Flow Agreements Interruptible Basis Transmission Agreement entered into with the Operator.
 - B) For each LNG Facility Usage Agreement serving him, the Natural Gas Quantity which it will deliver to the LON Entry Point
 - C) For each Transmission Agreement or Interruptible Basis Transmission Agreement serving the Natural Gas Quantity which it will deliver virtually to the VNP.
 - D) For each Transmission Agreement or Virtual Reverse Flow Agreement or Interruptible Basis Transmission Agreement which the Transmission User serves, the Natural Gas Quantity which it will receive virtually at the VNP.
 9. Where Transmission User does not submit a Day Nomination, the Operator considers that on the Day of the Week which the Daily Nomination relates to the User will deliver to Entry Points, Virtual Entry Points and the VNP, and will receive from Exit Points, Virtual Exit Points and VNP, zero Natural Gas Quantities.
 10. The Operator shall record electronically the latest Daily Notifications of Transmission Users that were submitted before the expiration of the Deadline for

First Stage Nominations and the expiration of the Deadline for Second Stage Nominations and keeps the relevant information relating to the nominated Natural Gas Quantities in electronic and editable form for a at least five (5) years from the date of their submission.

Article 27

Approval and rejection of Daily Nomination at the First Stage of Planning

1. For the development of the First Stage of Planning, the Operator takes into consideration the last Daily Nomination sent by each Transmission User before the expiration of the Deadline for First Stage Nominations, the functional restrictions of the NNGS, as well as the terms of the relevant Transmission Agreements, Virtual Reverse Flow Agreements and LNG Facility Usage Agreements entered into with Users.
2. The Operator, via the Electronic Informatics System, transmits to the Transmission Users that submitted a Daily Nomination, a Document of approval or rejection thereof, in accordance with the sample “Document of approval/rejection of Daily Nomination” which is published in the Electronic Informatics System within an hour and a half (1 ½ hrs) from the Deadline for First stage Nominations. The “Document of approval/rejection of Daily Nomination” shall include as a minimum the information provided for in paragraph [8] of article [26]..
3. The Operator shall reject the Daily Nominations in accordance with the provisions of article [27B].
4. The rejection of a Transmission User’s Daily Nomination is specifically justified in the relevant Document of the Operator.
5. In the event of rejection of the Daily Nomination, the Transmission User has the right to submit a new Daily Nomination as follows
 - A), Intermediate Step of First Stage Planning.
 - (i) The Transmission Users who have entered into a Transmission Agreement with the Operator and/or service or are serviced through the VNP by Transmission Agreements, make a new nomination within half (1/2) an hour from the expiry of the deadline for the Operator’s rejection document to be sent as per paragraph .[2]. The new nomination does not

include any part of the original Nomination relating to servicing Virtual Reverse Flow Agreements.

(ii) During this intermediate phase Daily Nominations relating to Virtual Reverse Flow Agreements and Daily Nominations relating to Transmission Agreements exclusively servicing Virtual Reverse Flow Agreements are not submitted.

(iii) Within half an hour (1/2hr) from the expiration of the deadline in the previous paragraph (Expiration of Deadline for Intermediate Step), the Operator dispatches a Document of approval or justified rejection to the Transmission Users that submitted a new Daily Nomination and informs any Users with Virtual Reverse Flow Agreements or Users servicing Virtual Reverse Flow Agreements which submitted a Daily Nomination under paragraph [2] of any changes which have already been communicated to the User under paragraph [2] of this article and paragraph [8] of Article [27A].

B) Final Step of First Stage Planning.

(i) The Daily Nominations of Users under case A.ii) are submitted within fifteen (15) minutes of the Expiration of Deadline for Intermediate Step.

(ii) Within fifteen (15) minutes after the conclusion of the period of the preceding paragraph (Expiry of Deadline for Final Step), the Operator sends a document of approval or justified rejection to Transmission Users which submitted new Daily Nominations in accordance with the previous paragraph.

6. In the event that the Daily Nomination of the Transmission User is rejected by the Operator under paragraph [3], and the Transmission User does not submit a new Daily Nomination, or the new Daily Nomination is again rejected by the Operator, that User shall be considered to deliver at Entry Points, Virtual Entry Points and the VNP and to receive at Exit Points, Virtual Exit Points and the VNP, zero Natural Gas Quantities
7. The Operator retains a file of the approval or rejection Documents of Daily Nominations, as well as the Daily Nominations submitted by the Transmission Users, as per the provisions of this article and maintains the relevant data in electronic format for a minimum time period of five (5) years from their date of submission

Article 27A

Approval and rejection of Daily Nomination at the Second Stage of Planning

1. For the preparation of the Second Stage of Planning, the Operator shall take into account the last Daily Nomination sent by each Transmission User before the expiration of the Deadline for Second Stage Nominations, the functional limitations of the NNGS and the conditions of the respective Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements and LNG Facility Usage Agreements concluded with Users.
2. The Operator, via the Electronic Informatics System, transmits to the Transmission Users that submitted a Daily Nomination, a Document of approval or rejection thereof, in accordance with the sample “Document of approval/rejection of Daily Nomination” which is published in the Electronic Informatics System within forty five minutes (45 minutes) from the Deadline for Second Stage Nominations. The “Document of approval/rejection of Daily Nomination” shall include as a minimum the information provided for in paragraph [8] of article [26].
3. The Operator rejects Daily Nominations in accordance with the provisions of article [27B].
4. The rejection of a Transmission User’s Daily Nomination is specifically justified in the relevant Document of the Operator.
5. In the event of rejection of the Daily Nomination, the Transmission User has the right to submit a new Daily Nomination within fifteen (15) minutes from the expiry of the deadline for the Operator sending rejection document in accordance with paragraph [2] of this article.
6. Within fifteen minutes (15 minutes) from the expiration of the deadline in the previous paragraph the Operator dispatches a Document of approval or justified rejection to the Transmission Users that submitted a new Daily Nomination.
7. In the event that the Daily Nomination of the Transmission User is rejected by the Operator, and the Transmission User does not submit a new Daily Nomination, or the new Daily Nomination is again rejected by the Operator, that User shall be considered to deliver at Entry Points, Virtual Entry Points and the VNP and to receive at Exit Points, Virtual Exit Points and the VNP, zero Natural Gas Quantities.

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8. The Operator retains a file of the approval or rejection Documents of Daily Nominations, as well as the Daily Nominations submitted by the Transmission Users, as per the provisions of this article and maintains the relevant data in electronic format for a minimum time period of five (5) years from their date of submission

Article 27B

Criteria for approval and rejection of Daily Nomination

1. The total Quantities which the Transmission User states that it will deliver on the Day to which the Daily Nomination refers, at Entry Points, Virtual Entry Points and VNP must be equal to the total Quantities which it nominates that it will receive on the same day from Exit Points, Virtual Exit Points and the VNP.
2. At any stage of Daily Planning, the sum of Natural Gas Quantities which are nominated to be delivered virtually VNP by all Transmission Users, according to the Daily Nominations they submitted, must be equal to the sum of the Natural Gas Quantities which are nominated to be virtually received from the VNP by all Transmission Users who submitted Daily Nominations for the Day to which the Nomination relates.
3. The sum of Natural Gas Quantities for virtual Reception nominated by Transmission Users at a Virtual Exit Point:
 - A) May not exceed the sum of the Delivery Quantities of Natural Gas nominated by Transmission Users at the same Point (as an Entry Point) during the First Stage of Planning.
 - B) May not exceed the sum of the Delivery Quantities of Natural Gas in case A) and the sum of the Delivery Quantities of Natural Gas of the Daily Nomination for the Second Stage of Planning.
4. At each Entry Point where Transmission Users have booked Interruptible Transmission Capacity for Delivery, the total of the Delivery Quantities according to the Daily Nominations submitted during the Second Stage of Planning, may not exceed the difference between the Transmission Capacity for Delivery at the Point and the Natural Gas Quantity found as:
 - A) The sum of the Transmission Users' Reception Quantities according to the Users' approved Daily Nominations during the First Stage of Planning less
 - B) The sum of the Transmission Users' Virtual Reception Quantities at this Point according to the Users' approved Daily Nominations during the First Stage of Planning.

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5. At each Exit Point where Transmission Users have booked Interruptible Transmission Capacity for Reception, the total of the Delivery Quantities, according to the Daily Nominations made during the Second Stage of Planning may not exceed the difference between the Transmission Capacity for Reception at the Point and the Natural Gas Quantity that results from the sum of the Reception Quantities of the Transmission Users according to the Users' approved Daily Nomination during the First Stage of Planning.
 6. The operator rejects the Transmission User's Daily Nomination, if at least one of the following conditions applies:
 - A) For the First Stage of Planning:
 - (i) The Nomination is inconsistent with the corresponding Transmission Agreement or Virtual Reverse Flow Agreement.
 - (ii) The Nomination is inconsistent with the provisions of Article [19].
 - B) For the Second Stage of Planning:
 - (i) The Nomination is inconsistent with the corresponding Transmission Agreement and/or the corresponding Interruptible Basis Transmission Agreement and/or the corresponding Virtual Reverse Flow Agreement.
 - (ii) The Nomination is inconsistent with the provisions of Article [20C].
 - (iii) In the case of a revised Daily Nomination under paragraph [4] of Article [26], in the event that the Transmission User has made modifications in addition to those relating to the relevant Interruptible Basis Transmission Agreement which services it or which it services.
 - C) Regardless of the Stage of Planning:
 - (i) The nomination does not comply with the provisions of the Network Code and in particular with the provisions of paragraph [1] of this article and the provisions of articles [20AB], [20F], [26] and [79].
 - (ii) The nominated delivery and reception Natural Gas Quantities cannot be satisfied taking into account the Transmission Capacity for Delivery at the Entry Points / Virtual Entry Points and the Transmission Capacity for Reception at Exit Points and/or the Transmission Capacity for Virtual Reception at Virtual Exit Points on Day which the Daily Nomination refers to.
 7. In the event that the Daily Nomination which is rejected by the Operator under the provisions of the preceding paragraph, services or is serviced by other Transmission Agreements, Interruptible Basis Transmission Agreements or Virtual Reverse Flow Agreements, the Operator rejects all Nominations associated with the rejected Daily Nomination,

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8. At the First Stage of Planning, the operator proposes, to the Transmission User, the modification of the Daily Nomination in the event that the conditions of paragraph [3] are not met in relation to the Quantity for virtual Reception in proportion to the Quantity for virtual Reception per User, in such a way that the total of the nominated Quantities for virtual Reception for that Virtual Exit Point is equal to the Delivery Quantity of Natural Gas from the Transmission Users at this point, as an Entry Point, according to the Users' Daily Nominations.

Article 28

Revision of approved Daily Nomination

1. Revision of an approved Daily Nomination is allowed, without prejudice to the provisions of article [26], in the following cases:
 - A) When the Transmission User, due to Force Majeure affecting him or the facilities of the Customer it serves, is not able to deliver at one or more Entry Points or to receive from one or more Exit Points the Natural Gas Quantities which agree with its approved Daily Nomination.
 - B) In case of reception of Off Specifications Natural Gas, according to the provisions of article [41].
2. A Revised Daily Nomination is submitted to the Operator via the Electronic informatics System, as per the example form "Daily Natural Gas Delivery and Reception Nomination" in accordance with Article [26].
3. With the revised Daily Nomination, the Transmission User:
 - A) Requests the necessary modifications to the elements of its approved Daily Nomination that refer exclusively to the Entry and Exit Points affected by the Force Majeure event, or by the reception of Off Specifications Natural Gas..
 - B) Provides documentation, to the extent possible, of the Force Majeure circumstances that necessitated the revision of the approved Daily Nomination and proceeds to estimate the time required to repair the problem that occurred.

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4. The Operator, through the Electronic Informatics System, transmits to the Transmission Users that submitted a revised Daily Nomination, a document approving or rejecting it, in the format of the sample “Document of approval/rejection of Daily Nomination” as soon as possible. The “Document of approval/rejection of Daily Nomination” includes, specifically, the information referred to in paragraph [8] of article [26]
 5. The rejection of the Daily Nomination is justified specifically in the Operator’s relevant document.
 6. A Revised Daily Nomination which is approved by the Operator, replaces the previous respective Daily Nomination of the Transmission User.
 7. A Revised Daily Nomination is rejected by the Operator for the reasons stated in articles [27] and [27A] or if documentation that is provided by the Transmission User with regards to the Force Majeure circumstances is not sufficient.

Article 29

Daily Planning Charge

1. For each Day during which the Quantity allocated to the Transmission User, as per the provisions of Chapter [7], at an Entry or Exit Point is greater than or less than the Quantity that the User has nominated on an approved Daily Nomination as being that it will deliver at the said Entry Point or receive from the said Exit Point, respectively, by more than fifteen per cent (15%) (Plan Tolerance Margin), the Operator shall charge the Transmission User with a Daily Plan Charge.
2. The Daily Plan Charge is calculated for each Transmission User and for each Entry and Exit point as the product of the total of the Quantity in excess or in deficit compared to the Plan Tolerance Margin (Daily Plan Charge Quantity), times the unit price (Unit Charge of Daily Plan).
3. The Unit Charge of Daily Plan is defined to be equal to 0.3 €/MWh HHV. The Unit Daily Plan Charge is defined as per a decision of the Operator and following approval by RAE, in accordance with the provision of paragraph 4, article 69 of the Law, three (3) months prior to the beginning of every second Year.
4. The income from Daily Plan Charges are considered to be Basic Transmission Activity income and are credited to the respective account kept by the Operator.
5. The Transmission User is exempted from the obligation to pay a Daily Plan Charge in the cases expressly provided for by the Network Code.

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6. The Daily Plan Charge Form according to the sample published on the Operator's website and which refers in detail, for each Day during which the Daily Plan is imposed, to the following as a minimum:
- A) The Entry Point or Exit Point to which the Charge Relates.
 - B) The nominated and allocated Natural Gas Quantities for Delivery or Reception at that Point.
 - C) The amount of the Daily Plan Charge which relates to that Point.

Article 29A
Quarterly Planning Details

No later than thirty (30) Days before the beginning of each quarter of every Year, Users are obliged to submit their best possible estimates of the following to the Operator:

- A) The Maximum Hourly Delivery and Reception Quantities at the relevant Entry Points and Exit Points respectively, for every Day in the quarter
- B) The Transmission Capacity for Reception and Delivery which it intends to book at the relevant Entry Points and Exit Points respectively for each Day of the quarter.

CHAPTER 5

NATURAL GAS DELIVERY TO NNGTS

Article 30

Conditions for Natural Gas delivery at Entry Points

1. For each Entry Point, the Operator specifies and publishes the Natural Gas Delivery Conditions applicable at that Point, which include at least the following:
 - A) The Natural Gas Quality Specifications.
 - B) The maximum and minimum pressure for Natural Gas delivery.
 - C) The maximum and minimum Natural Gas Supply through the Entry Point, as well as any limitations related to the supply increase or decrease rate at this point.
 - D) The data laid down in the NNGS Metering Regulation.
 - E) The regulations related to the delivery of Natural Gas at the Entry Point, contained in any Connected System Agreement that relates to this point.
2. The Transmission Users are responsible for ensuring that the Natural Gas to be delivered or being delivered at an Entry Point is compatible with the Natural Gas Delivery Conditions applicable to that Point.
3. The Operator is responsible for taking all actions necessary to verify that the Natural Gas Delivery Conditions are fulfilled.

Article 31

Natural Gas delivery by Transmission Users

1. The Transmission Users are entitled to deliver natural gas at an Entry Point in accordance with the Network Code and Transmission Agreement, Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement they have entered into.
2. The Transmission Users should make all possible efforts, including integration of appropriate clauses in the Agreements they complete for the performance of their activity in the Natural Gas sector, to ensure compliance with the Natural Gas Delivery Conditions and, particularly that the Natural Gas to be delivered to the Operator undergoes quality control as well as any other relevant process, in order to ensure that it fulfils the Natural Gas Quality Specifications provisioned by the Network Code.
3. The Transmission Users are not relieved from their responsibilities related to Natural Gas delivered to Entry Points by means of claiming acts or omissions by a Connected System Operator or any other legal or natural entity that has legal interests in the above.
4. In the event that, during a Day, more Transmission Users deliver Natural Gas at the same Entry Point, it is considered that:
 - A) The Natural Gas delivered at that Point has the same delivery attributes for all Transmission Users, and
 - B) Each Transmission User delivers Natural Gas at that Point in proportion to the Quantities it nominated in its approved Daily Nomination for the said Day, regardless of any differentiation related to the reception attributes at the specific Entry Point.

Article 32

Exemption from the obligation to Accept Natural Gas Delivery

1. The Operator has the right not to accept, in total or in part, the delivery of Natural Gas from a Transmission User at an Entry Point in the following cases:
 - A) For as long as the Transmission User does not fulfil duly and adequately, willingly or unwillingly, its obligations related to the compliance with the Natural Gas Delivery Conditions at the Entry Point, unless such non-fulfilment is due to Operator liability.

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- B) To the extent that the Natural Gas Supply at an Entry Point exceeds the Maximum Hourly Delivery Quantity of the Transmission User, according to the Transmission Agreement.
 - C) To the extent that the total Natural Gas Quantity delivered by the Transmission User during a Day exceeds the sum of the Total Booked Interruptible Transmission Capacity for Delivery of the Transmission User.
2. In any case of refusal to accept Natural Gas, the Operator notifies such refusal to the Transmission Users and operators of Connected Systems who have legitimate interest. In doing this the Operator must comply with the procedure laid down in the applicable legislation and with its obligation of confidentiality.
 3. The Operator is exempted from its obligation to accept, in total or in part, the delivery of Natural Gas at an Entry Point, if the pressure downstream from the Entry Point compared to the pressure upstream of the Entry Point does not allow, in total or in part, the passage of Natural Gas through this Point, considering the minimum flow limits of the metering devices of the Entry Point.
 4. The Operator is exempted from its obligation to accept, in total or in part, the delivery of Natural Gas at an Entry Point, if, and to the extent that, due to an Emergency or Scheduled Maintenance or Force Majeure or Reduced Transmission Capacity Day, the Operator is unable to receive that Natural Gas.
 5. The Operator is not obliged to modify the minimum operational pressure of the NNGTS near an Entry Point, in order to create Natural Gas flow from the Connected System to the NNGTS.

Article 33

Delivery of Off-Specification Natural Gas

1. The Operator is responsible for notifying the Transmission Users when it documents, according to the procedures provisioned in the NNGS Metering Regulation, or via any other expedient means, that Natural Gas which will be available for delivery or is delivered or has been delivered by the Transmission Users at an Entry Point is Off-Specifications Gas, without prejudice to paragraph [3] below.
2. Within three (3) hours from the moment it is documented that the Natural Gas which will be available for delivery or that is delivered or that has been delivered

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- to an Entry Point is Off-Specifications Gas, the Operator informs the Transmission Users in writing on (a) the quality parameters that are off the Quality Specifications of Natural Gas and their deviation percentage, and (b) the estimated time until it is restored to parameters within the Quality Specifications of Natural Gas. Within three (3) hours from the moment it is documented that the Natural Gas fulfils the Quality Specifications of Natural Gas, the Operator informs the Transmission Users of this fact.
3. The Operator is not obliged to inform the Transmission Users if the quality parameters of the Natural Gas to be delivered or that is being delivered or that has been delivered at an Entry Point have been restored within the Natural Gas Quality Specifications, within a time period less than three (3) hours from the time of documentation that such Natural Gas was Off-Specification Gas.
 4. In case of delivery of Off-Specifications Gas, the Operator is obliged to employ all adequate and necessary measures, so that the Natural Gas is rendered compatible with the Quality Specifications of Natural Gas, provided that this is possible without jeopardising the safe, reliable and cost effective operation of the NNGS.
 5. If it is not able to render the Natural Gas within Specifications, the Operator has the right:
 - A) To accept the Off-Specifications Gas, as long as there is no risk for the secure, reliable and cost effective operation of the NNGS.
 - B) Reduce Injection rate of the Off-Specification Gas into the NNGTS or to partially or totally refuse delivery or continuation of the delivery thereof.
 6. If the situations and actions in the above paragraph apply, the Operator informs the Transmission Users in writing, justifying the relevant decision.
 7. In case of application of case B) of paragraph [5], each Transmission User who has entered into a Transmission Agreement, Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement with the Operator that includes the relevant Entry Point, is not relieved from the obligations arising from the provisions of Chapter [8] of the Network Code.
 8. The costs incurred by the Operator due to the delivery of Off-Specifications Gas, includes without any limitation, the costs and expenses for:

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- A) The purification of part or the entire Transmission System or the restoration of any other damage the Operator suffered due to the acceptance of Off-Specification Gas, or
 - B) The necessary measures taken by the Operator, so that Off-Specifications Gas becomes compatible with the Natural Gas Quality Specifications.
9. Each Transmission User that finds that the Natural Gas which will be available for delivery by it at an Entry Point is Off-Specifications Gas, must notify the Operator of this in writing.
 10. If the Operator was informed in writing by Transmission Users or found, in accordance with paragraph [1], that the Natural Gas that is to be delivered at an Entry Point is Off-Specifications Gas and agreed to receive it, then it has the right to impose an Off-Specification Gas Charge on each Transmission User that delivered Natural Gas at the said Entry Point. This Off Specifications Gas Charge is calculated for each Transmission User as the product of the total Quantity allocated to the User, according to the procedure of Chapter [7] of the Network Code, for each Day during which Off-Specifications Gas was injected to the NNGTS, multiplied by a unit price (Unit Charge for Off-Specifications Gas). Upon payment of this amount, the Operator does not have or maintain any other requirement or right which results from this cause against the Transmission Users.
 11. If the Operator was not informed by a Transmission User or, though it made every effort as a rational Operator operating in good faith, it did not realise that the Natural Gas that is to be delivered or is being delivered at an Entry Point is Off-Specifications Gas, and could not act accordingly, and thus such Natural Gas entered the NNGTS, then each Transmission User that delivered Natural Gas at the said Entry Point is required to pay the Operator:
 - A) The amount calculated as per paragraph [10], and.
 - B) Compensation for each additional damage, including consequential damages, caused to the Operator by this event. The compensation is calculated for each Transmission User in proportion to the Quantity that was allocated to the User, in accordance with the procedure of Chapter [7] of the Network Code, during the Days on which Off-Specification Gas was injected to the NNGTS. The amount of compensation due by each Transmission User, according to this paragraph, may not exceed the maximum limit of responsibility that is determined in the relevant Transmission Agreement, Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement.

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12. In order for the Operator to document its rights for compensation from Transmission Users, as per case B) of the previous paragraph, it shall submit to the Transmission Users, as soon as possible, a relevant request in which it defines particularly the following:
 - A) The Entry Points and the Days during which there was delivery to the NNGTS of Off Specifications Gas.
 - B) The total Quantity of Off-Specification Gas that was received at each Entry Point and any other data necessary, in order to document that Natural Gas received was Off-Specifications Gas.
 - C) Analysis and documentation of the costs and expenses for which it is eligible to receive compensation from the Transmission Users, in accordance and with paragraph [8].
 13. The Unit Charge for Off Specifications Gas is defined to be equal to 0.3 €/MWh HHV. Following completion of the Year following the Year of implementation of the Network Code, the Unit Charge for Off Specifications Gas is defined by a decision of the Operator and following approval by RAE, in accordance with the provision of paragraph 5, article 69 of the Law, three (3) months prior to the beginning of each second Year.
 14. The income from Off Specifications Gas Charges are considered to be Basic Transmission Activity income and are credited to the respective account kept by the Operator

Article 34

Violation of Minimum Entry Pressure

1. In the event that the Operator finds, as per the procedures provisioned in the NNGS Metering Regulation, or through other expedient means, that Natural Gas is delivered at an Entry Point at a pressure lower than the minimum pressure for the delivery of Natural Gas (Minimum Entry Pressure), then it shall notify each Transmission User with whom it has entered a Transmission Agreement, Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement which includes the said Entry Point, as per the procedure described in article [33].
2. In case of violation of the Minimum Entry Pressure of the Natural Gas at an Entry Point, the Operator has the right:
 - A) To refuse, in total or in part, the continuation of Natural Gas delivery via this Point, or

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- B) To limit the injection rate to the NNGTS of the Natural Gas through this point, or
 - C) To take the all necessary measures to prevent the violation of the Natural Gas Reception Conditions at the Exit Points of the NNGTS, as per the provisions of Chapter [6] to the Network Code.
 3. In case of application of the cases described in the above paragraph, the Operator shall inform the Transmission Users in writing, justifying the relevant decision.
 4. In case of application of paragraph 2, each Transmission User that has entered a Transmission Agreement, Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement including the Entry Point in question with the Operator is not exempted from the obligations that arise from the provisions of Chapter [8] of the Network Code.
 5. The Operator shall enforce a Charge for the Violation of Minimum Entry Pressure on each Transmission User that delivered Natural Gas at an Entry Point at which there was injection of Natural Gas at a pressure lower than the Minimum Entry Pressure.
 6. The Charge for the Violation of Minimum Entry Pressure is calculated for each Transmission User as the product of the total Quantity allocated to the User according to the procedure of Chapter [7] of the Network Code for each Day during which there was injection at the said Entry Point of Natural Gas at a pressure lower than the Minimum Entry Pressure, times a unit price (Unit Charge for the Violation of Minimum Entry Pressure).
 7. The Unit Charge for the Violation of Minimum Entry Pressure is defined to be equal to 0,175 €/MWh HHV. Following completion of the Year following the Year of implementation of the Network Code, the Unit Charge for the Violation of Minimum Entry Pressure is defined by a decision of the Operator and following approval by RAE, in accordance with the provision of paragraph 5, article 69 of the Law, three (3) months prior to the beginning of each second Year.
 8. The income from the Unit Charge for the Violation of Minimum Entry Pressure are considered to be Basic Transmission Activity income and are credited to the respective account kept by the Operator.
 9. These provisions shall not apply in case of an LNG Entry Point.

CHAPTER 6

NATURAL GAS RECEPTION FROM NNGTS

Article 35

Natural Gas Reception Conditions at Exit Points

1. The Operator specifies the Natural Gas Reception Conditions at each Exit Point and publishes these conditions which include at least the following:
 - A) The Natural Gas Quality Specifications.
 - B) The maximum and minimum pressure for Natural Gas reception.
 - C) The maximum and minimum Natural Gas Supply via the Exit Point, as well as any limitations relating to the increase or decrease in the rate of the Supply for this point.
 - D) The elements laid down by the NNGS Metering Regulation.
 - E) The regulations related to the reception of Natural Gas at the Exit Point contained in any Connected System Agreement that refers to this point.
2. The Transmission Users are obliged to ensure that the Natural Gas to be received or under reception at an Exit Point is compatible with the Natural Gas Reception Conditions applicable for this point.
3. The Operator is obliged to take to all actions necessary to ensure that the Natural Gas Reception Conditions are fulfilled.

Article 36

Natural Gas Reception by Transmission Users

1. The Transmission Users are entitled to receive Natural Gas at an Exit Point, in accordance with the Transmission Agreement or Interruptible Basis Transmission Agreement they have entered into and with the Network Code.

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2. The Transmission Users must exercise all reasonable efforts, including the integration of appropriate terms in the agreements they enter into which relate to the undertaking of their activity in the Natural Gas sector, to ensure that the Natural Gas Reception Conditions are complied with.
 3. The Transmission Users are not exempted from their liability related to Natural Gas they receive at an Exit Point, by claiming acts or omissions by a Connected System Operator or any other legal or natural entity that has legal interests in the above.
 4. If Natural Gas is received at an Exit Point for use by a Customer or an operator of a Connected System or any other natural or legal entity for or on behalf of a Transmission User, then for the entire duration of such occasion it must be ensured, either by the provisions relating to substitution, in accordance with the Natural Gas Transmission Agreement or Interruptible Basis Natural Gas Transmission Agreement, or through any other legal means, that such Customer or operator of Connected System or the natural or legal entity with legal interest, fully enters the rights and obligations attributed to the Transmission User, as per the provisions of the Network Code and the Agreement entered into between the Transmission User and the Operator. If the above are not legally ensured, the Operator is relieved from its contractual obligations. However the Transmission User's obligation to pay any charges arising from the Network Code and the Natural Gas Transmission Agreement is retained in all cases.
 5. In the event that during one Day more Users receive Natural Gas at the same Exit Point, it is considered that:
 - A) Natural gas received at that Point has the same reception characteristics for all Transmission Users.
 - B) Each User receives Natural Gas at that Exit Point in proportion to the Natural Gas Quantities which it has nominated in its approved Daily Nomination for the said Day, regardless of any differentiation in the reception characteristics at this particular Exit Point.

Article 37

Users' and Operator's Obligations during Natural Gas Reception

1. The Operator is responsible for delivering to the Transmission User and the latter is responsible for receiving Natural Gas that fulfils the Natural Gas Reception Conditions at an Exit Point,

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2. The Operator is not obliged to deliver Natural Gas:
 - A) To the extent that the Natural Gas Supply at an Exit Point exceeds the Maximum Hourly Reception Quantity of the Transmission User, in accordance with the Transmission Agreement it has entered into. In the event that the Transmission User receives Natural Gas from the NNGTS at a Supply that exceeds the Maximum Hourly Reception Quantity, in a way that, in the opinion of the Operator, poses a risk to the safe operation of the NNGTS, or negatively influences the service of other users, then the Operator must take the necessary measures to reduce or interrupt the Supply at the Exit Point, according to the procedures determined in Annex [III]. The Operator shall not take this measure when there are alternative measures that suffice for the circumstances, as per the principle of proportionality.
 - B) To the extent that the total Natural Gas Quantity that is received by the Transmission User during one Day exceeds the Total Booked Transmission Capacity for Reception of the Transmission User according to the Transmission Agreements it has entered into. In this case the Operator takes the necessary measures to reduce or interrupt the Supply of Natural Gas at the Exit point, in accordance with the procedures provided for in Annex [III].
 3. If there is a fault at an Exit Point, which is not the fault of the Operator or Transmission User and which, as consequence, makes it impossible for the Operator to fulfil its obligation to deliver Natural Gas to the Transmission User, the Operator is obliged to restore the Natural Gas supply at the specific point within a maximum of five (5) hours. If this time period is exceeded and if the Transmission User has delivered Natural Gas Quantity to the Operator for transmission, the Operator must pay the Transmission User compensation for all damages suffered by the Transmission User as a result of this event. The amount of the compensation due by the Operator may not exceed the maximum limit of liability determined in the Transmission Agreement.

Article 38

Minimum Exit Pressure

1. Every Transmission User has the right to submit to the Operator a request for the determination of the minimum pressure for Natural Gas reception at an Exit Point (Minimum Exit Pressure), within the range defined in the Natural Gas Reception Conditions for the specified Exit Point.

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2. The Operator shall assess each relevant request by a Transmission User and if it is possible to fulfil it, the Operator shall propose to the Transmission User that an Agreement for the Preservation of the Minimum Exit Pressure be completed, defining any price that reflects the relevant costs of the Operator.
 3. The Agreement for the Preservation of Minimum Exit Pressure shall determine that the Operator is not obliged to comply with the obligation to preserve the Minimum Exit Pressure in the following cases:
 - A) The Quantity of Natural Gas received at the Exit Point in question exceeds the Transmission User's Total Booked Transmission Capacity for Reception for the same Point.
 - B) The Supply at the Exit Point exceeds the Maximum Hourly Reception Quantity determined in the Transmission Agreement it has entered into with the Transmission User.
 - C) The operational limits of the metering devices, as they are determined in the Natural Gas Reception Agreements for the Exit Point, are violated.
 - D) The Natural Gas delivery pressure at Entry Points is lower than the minimum Entry pressure for these Points, as determined in the corresponding Natural Gas Delivery Conditions.
 4. The Operator is not obliged to compensate the Transmission Users with whom it has entered into an Agreement for the Preservation of the Minimum Exit Pressure, if its inability to fulfil its relevant obligations result from a change to the relevant legislation. In this case, the parties must modify the Agreement for the Preservation of Minimum Exit Pressure accordingly.
 5. The Operator is not obliged to deliver Natural Gas at an Exit Point for it to be received by the Transmission User if the Natural Gas pressure in the Connected System or at the Natural Gas Reception Facility downstream from the Exit Point exceeds the Minimum Exit Pressure at that point.
 6. Without prejudice to the provisions of paragraphs [3], [4] and [5], the Transmission User is exempted from the obligation to pay the Daily Plan Charge, if the Quantity that is allocated to him is less than the Quantity that the Transmission User had stated that it will receive, as per the provisions of Chapter [4], due to Operator's inability to comply with its obligation with regards to the preservation of Minimum Exit Pressure at this Point.

Article 39

Natural Gas Reception for compressor fuel consumption

In the event that the Natural Gas received at an Exit Point, is utilised by the Transmission User or a Customer or the operator of a Connected System, or any other natural or legal entity with legal interest and to which the Transmission User delivers this gas, for the fuel consumption of the compressor system installed within the boundaries of the NNGS, the Operator may interrupt, with good reason, the delivery of Natural Gas to the said Exit Point for as long as the operation of the compressor system causes fluctuations in the pressure in the NNGS pipelines in a way that, in the Operator's opinion, endangers or hinders the operation of the NNGS, or the Reception Facilities or Connected Systems.

Article 40

Operator's access to Offtake Facilities and Connected Systems

1. The Operator has the right to access for a reasonable period and at intervals the Offtake Facilities or the Connected Systems served by the User, in order to exercise its responsibilities according to Network Code, as well as in order to verify compliance with the requirements of the relevant Transmission Agreement, or in order to establish a connection with the NNGS, in accordance with the relevant Connected System Agreements it has entered into. The Transmission User shall take all necessary measures to ensure the Operator has uninterrupted and safe access to the Offtake Facilities and Connected Systems.
2. In order to exercise the access right, as per the previous paragraph, the Operator must inform the Transmission User beforehand.

Article 41

Reception of Off-Specification Natural Gas

1. The Operator is responsible for notifying the Transmission Users when it finds, as per the procedures provisioned in the NNGS Metering Regulation or as per other expedient means, that the Natural Gas which will be available for reception, or is being received or has been received by the Transmission Users at an Exit Point is Off-Specifications Gas, without prejudice to paragraph [3] below

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2. Within three (3) hours from the time it is found that the Natural Gas which will be available for reception or is being received or has been received by the Transmission Users at an Exit Point is Off-Specifications Gas, the Operator must inform the Transmission Users in writing with regards (a) to the quality parameters which are off the Natural Gas Quality Specifications and their rate of deviation, and (b) the estimated time needed to restore the parameters to within the Quality Specifications for Natural Gas. Within three (3) hours from when it is found that the Natural Gas fulfils the Natural Gas Quality Specifications, the Operator shall inform the Transmission Users of this fact.
 3. The Operator is not obliged to inform the Transmission Users if the quality parameters of the Natural Gas to be available for reception or that is being received or that has been received at an Exit Point have been restored to within the Natural Gas Quality Specifications within less than three (3) hours from the time it was found that this Natural Gas was Off-Specification Gas.
 4. During the period from when the Operator is informed about the reception of Off Specifications Gas at an Exit Point and until the Natural Gas made available for reception at that point complies with the Natural Gas Quality Specifications, the Transmission Users have the right:
 - A) To receive or continue reception of the Off Specifications Gas.
 - B) To reduce the reception rate or interrupt the reception of Off-Specification Gas.
 5. The Transmission Users shall promptly inform the Operator of their decision, submitting a revised Daily Nomination.
 6. If the Transmission Users received Natural Gas which the Operator informed them was Off-Specifications Gas, then the Operator is obliged to pay the said Users an amount calculated as the product of the total Quantity allocated to the Transmission Users according to the procedure of Chapter [7] of the Network Cod, for each Day during which the Users received Off-Specifications Gas from an Exit Point, times the Unit Charge for Off Specifications Gas, as per the provisions of article 33 of the Network Code. Upon payment of this amount, the said Transmission Users shall not have or maintain any other requirement or right against the Operator which arises from this cause.
 7. If the Transmission Users received Off-Specifications Gas from the NNGTS and they were not informed, as per the provisions of this article, by the Operator, or did not know for any other reason that the Natural Gas availed for reception is

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- Off-Specifications Gas, then the Operator is obliged to pay to the said Transmission Users:
- A) The amount calculated as the product of the total Quantity allocated to each Transmission User, according to the procedure in Chapter [7] of the Network Code, for each Day during which the User received Off-Specifications Gas from an Exit Point, times the Unit Charge for Off-Specifications Gas as per the provisions of article 33 of the Network Code, and
 - B) Compensation for all additional damage, including consequential damages, suffered by the Transmission Users as a result of this event. The compensation due to each Transmission User by the Operator, under case B of this paragraph, may not exceed the maximum liability limit defined in the relevant Transmission Agreement.
8. In order for the Transmission User to document its rights to compensation from the Operator, as per case B) of the previous paragraph, it submits a relevant request to the Operator as soon as possible. In this request it defines the following in particular:
- A) The Exit Points and the Days during which it received the Off-Specifications Gas from the NNGTS.
 - B) The total Quantity of Off-Specification Gas that was received at each Exit Point and any other data necessary to show that the Natural Gas received was Off-Specifications Gas.
 - C) Analysis and documentation of the costs and expenses for which it is eligible to receive compensation from the Operator.
9. The Operator is responsible for providing the Transmission User, following a relevant request by the latter, with all the relevant information available which is required for the Transmission User to document its request as per the previous paragraph.
10. If the Transmission User did not receive Natural Gas, which it had been informed by the Operator was Off-Specifications Gas, it is not subject to Daily Planning Charges and there is no application of the User Tolerance Limits as per Chapter [8].

CHAPTER 7

NATURAL GAS QUANTITIES ALLOCATION AT ENTRY AND EXIT POINTS

Article 42

Allocation Methodology at Entry and Exit Points

1. The total Natural Gas Quantity which was delivered or received respectively at an Entry or Exit Point, during a Day is allocated to the Transmission Users by the Operator in accordance with the following formula (Indicative Allocation):

$$K\Pi_j^i = M\Pi^i \cdot \frac{\Delta\Pi_j^i}{\sum_{j=1}^n \Delta\Pi_j^i}$$

Where:

- $K\Pi_j^i$: The Natural Gas quantity allocated to the Transmission User (j) at a specific Entry or Exit Point (i) on Day D
- $M\Pi^i$: The total Natural Gas Quantity which was delivered or received respectively by the total of all Transmissions Users the Entry or Exit Point (i) on Day D which is equal to the Natural Gas Quantity which was measured at the same Entry or Exit Point during Day D.
- $\Delta\Pi_j^i$: Natural Gas Quantity which the Transmission User (j) nominated that it would deliver to or receive from the Entry or Exit Point (i), respectively, during Day D in accordance with its approved Daily Nomination.
- $\sum_{j=1}^n \Delta\Pi_j^i$: The sum of the Natural Gas Quantities which Transmission Users have nominated that they will deliver to or receive from the Entry or Exit Point (i), respectively, during Day D in accordance with their approved Daily Nominations.
- n : The number of Transmission Users who have booked Transmission Capacity Interruptible Transmission Capacity for Delivery or Transmission Capacity for Reception at Entry or Exit Point (i), respectively

2. The Natural Gas Quantity $M\Pi^i$ measured in total at an Entry or Exit Point (i) may be higher (Surplus) or lower (Deficit) than the sum of Natural Gas Quantities

nominated by the Transmission Users for that Point in accordance with their Daily Nominations..

3. If for one Day the sum $\sum_{j=1}^n \Delta\Pi_j^i$ at an Entry or Exit Point (i) of the NNGTS equals zero and the Natural Gas Quantity MII totally measured at this Point is different to zero, then this quantity is allocated to the Transmission Users proportionally, on the basis of the Booked Transmission Capacity for Delivery or Reception / Interruptible Transmission Capacity for Delivery or Reception of each Transmission User at this particular point.
4. Specifically for an Entry Point through which there is supply of Natural Gas to the NNGTS for Gas Balancing or for offsetting the Operational Gas, the total Natural Gas Quantity ($M\Pi^i$) which was delivered or received respectively by all the Transmission Users at a specific Entry Point (i) in accordance with paragraph [1], is the difference between the Natural Gas Quantity that was measured in total and delivered to that Point during Day D and the Natural Gas Quantity that was injected to the NNGTS through this Point during the same Day for Gas Balancing or Operational Gas Offsetting, as this results from the Balancing Actions taken by the Operator and the provisions of article [59], without prejudice to any provisions in application of case [D] of paragraph [1] of article [48]
5. The total of the Natural Gas Quantities which it was nominated would be delivered or received virtually at the Virtual Nomination Point (VNP) by the Transmission User, according to the approved Daily Nomination, is the Natural Gas Quantity for delivery or reception respectively which is allocated by operator to the above User at the NAP

Article 42A

Allocation Methodology for Virtual Entry Points

1. If during the Day D, at least one Transmission User is active at a Virtual Entry Point, the Indicative Allocation for Day D, for all the Transmission Users and all the Exit Points and the Virtual Entry Points of the Transmission System is derived via the following successive stages:
 - A) The total Natural Gas Quantity which, during Day D, was received by all the Transmission Users at the Exit Points which during the same Day were not also Virtual Entry Points, is allocated by the Operator to each Transmission User, per Exit Point, in accordance with the procedure in Article [42].

B) The total Natural Gas Quantity which, during Day D, was delivered by Transmission Users (Virtual Delivery Users) at Virtual Entry Points is allocated by the Operator to each Virtual Delivery User per Virtual Entry Point, in accordance with the following formula:

$$K\Pi_j^{ven} = \Delta\Pi_j^{ven} \frac{\sum_{i=1}^{n_{ij}} K\Pi_j^i}{\sum_{i=1}^{n_{ij}} \Delta\Pi_j^i}$$

where:

- $K\Pi_j^{ven}$: The Natural Gas Quantity which is allocated to the Virtual Delivery User (j) at the Virtual Entry Point (ven) on Day D.
- $\Delta\Pi_j^{ven}$: The Natural Gas Quantity which the Virtual Delivery User (j) nominated that it would deliver to the Virtual Entry Point (ven) on Day D in accordance with its approved Daily Nomination.
- $K\Pi_j^i$: The Natural Gas Quantity which was allocated to the Virtual Delivery User (j) at the Exit Point (i), on Day D, according to case A).
- $\sum_{i=1}^{n_{ij}} K\Pi_j^i$: The sum of the Natural Gas Quantities which are allocated to the Virtual Delivery User (j) at every Exit Point (i) on Day D according to case A).
- $\Delta\Pi_j^i$: The Natural Gas Quantity which the Virtual Delivery User (j) nominated that it would receive from the Exit Point (i) on Day D in accordance with its approved Daily Nomination.
- $\sum_{i=1}^{n_{ij}} \Delta\Pi_j^i$: The sum of the Natural Gas Quantities which the Virtual Delivery User (j) nominated that it would receive from every Exit Point (i) on Day D in accordance with its approved Daily Nomination.
- n_{ij} : The number of Exit Points from which the Virtual Delivery User (j) received Natural Gas on Day D.

C) The total Natural Gas Quantity which, during Day D, was received by Transmission Users at Exit Points which during the same Day were also Virtual Entry Points, is allocated to the Transmission User by the

Operator, per Exit Point, in accordance with the procedure under Article [42], where $M\Pi^i$ means the sum of the Natural Gas Quantities which were measured at the relevant Exit Point during Day D and the sum of the Natural Gas Quantities which were allocated to the Virtual Delivery Users at the Virtual Entry Point which corresponds to the relevant Exit Point, in accordance with the procedure under B).

2. If, according to the approved Daily Records of Transmission Users during Day D, all the Exit Points of the Transmission System are also and Virtual Entry Points, for the Indicative Allocation for Day D, case A is not applied, and the formula in case B) is replaced by the following:

$$K\Pi_j^{\text{ven}} = \Delta\Pi_j^{\text{ven}}$$

3. For Transmission Users who fall under C) of paragraph [1], solely for the purposes of the NNGS Usage Tariff the invoiced Natural Gas Quantity for each Transmission User at that Exit Point, is arrived at by applying the procedure under Article [42] .

Article 42B

Allocation Methodology for Virtual Exit Points

1. If during the Day D, at least one Transmission User is active at a Virtual Exit Point, the Indicative Allocation for Day D, for all the Transmission Users and all the Entry Points and the Virtual Exit Points of the Transmission System is derived via the following successive stages:
 - A) The total Natural Gas Quantity which, during Day D, was delivered by all the Transmission Users at the Entry Points which during the same Day were not also Virtual Exit Points, is allocated by the Operator to each Transmission User, per Entrance Point, in accordance with the procedure in Article [42].
 - B) The total Natural Gas Quantity which, during Day D, was received by Transmission Users (Virtual Reception Users) at Virtual Exit Points is allocated by the Operator to each Virtual Reception User per Virtual Exit Point, in accordance with the following formula:

$$K\Pi_j^{\text{vex}} = \Delta\Pi_j^{\text{vex}}$$

where:

- $K\Pi_j^{\text{vex}}$: The Natural Gas Quantity which is allocated to the Virtual Reception User (j) at the Virtual Exit Point (vex) on Day D.
- $\Delta\Pi_j^{\text{vex}}$: The Natural Gas Quantity which the Virtual Reception User (j) nominated that it would receive at the Virtual Exit Point (vex) on Day D in accordance with its approved Daily Nomination.

- C) The total Natural Gas Quantity which, during Day D, was delivered by Transmission Users at Entry Points which during the same Day were also Virtual Exit Points, is allocated to the Transmission User by the Operator, per Entry Point, in accordance with the procedure under Article [42], where $M\Pi^i$ means the sum of the Natural Gas Quantities which were measured at the relevant Entry Point during Day D and the sum of the Natural Gas Quantities which were allocated to the Virtual Reception Users at the Virtual Exit Point which corresponds to the relevant Entry Point, in accordance with the procedure under B).
2. For Transmission Users who fall under C) of paragraph [1], solely for the purposes of the NNGS Usage Tariff, the invoiced Natural Gas Quantity for each Transmission User at that Entry Point, is arrived at by applying the procedure under Article [42].

Article 43

Allocation Procedure

1. By the fourteenth hour (14: 00) of Day D+1, the Operator, via the Electronic Informatics System, dispatches to the Transmission Users for Day D and for each Entry Point, Virtual Exit Point and Exit Point included in every Transmission Agreement, Interruptible Basis Transmission Agreement or Virtual Reverse Flow Agreement which they have entered into, the results of Indicative Allocation, according to the sample 44 of 126 “Indicative Allocation of Natural Gas Quantities” which is published in the Operator’s website.
2. The Indicative Allocation of Natural Gas Quantities includes in particular the following information for Points where the Transmission User is active:
 - A) The Natural Gas Quantity that the Transmission User said it would deliver per Entry Point and per Virtual Entry Point and that it would receive per Exit Point and per Virtual Exit Point (Nominated User Quantity) according to its approved Daily Nomination.
 - B) The Natural Gas Quantity, measured per Point and Exit Point (Measured Quantity of Point).
 - C) The sum of the Natural Gas Quantities which Transmission Users have stated that they will deliver per Entry Point and per Virtual Entry Point and will receive per Exit Point, per Virtual Exit Point in accordance with their approved Daily Nominations (Nominated Quantity of Point).
 - D) The Natural Gas Quantity allocated to the Transmission User per Entry Point Virtual Entry Point, Exit Point and Virtual Exit Point included in the Transmission Agreements, Interruptible Basis Transmission Agreements and Virtual Reverse Flow Agreements concluded (Allocated User Quantity).
 - E) The difference between the Nominated and Allocated User Quantity.
 - F) The Natural Gas Quantity delivered by the Transmission User to all Entry Points and Virtual Entry Points where it is active.
 - G) The Natural Gas Quantity received by the Transmission User at all Exit Points and Virtual Exit Points where it is active.

In the data transmitted by the Operator to the Transmission Users during the Indicative Allocation Stage include any justified Balancing Actions performed on Day D, according to the provisions of Chapter [8]. For the calculation of the Operator does not take into

consideration any metering faults, as these are determined according to the provisions of the NNGS Metering Regulation.

3. By the sixteenth hour (16: 00) of the fifth (5th) Day of each Month, the Operator transmits, via the Electronic Informatics System, to each Transmission User and for each Entry Point or Virtual Entry Point, Exit Point and Virtual Exit Point, which is included in the relevant Transmission Agreements, Interruptible Basis Transmission Agreements and Virtual Reverse Flow Agreements which it has entered into, , the Initial Allocation for each Day of the immediately preceding Month, according to the sample “Initial Allocation of Natural Gas Quantities” which is published in the Operator’s web-site and includes, in particular, the information under paragraph 2 of this article. The calculation of Initial Allocation is performed according to the methodology of article [42] [42A] and [42B]. In this case magnitude MII refers to the total Quantity of Natural Gas that was measured at the Entry or Exit Point on each Day of the Month in question, and was verified according to the provisions of the NNGS Metering Regulation.
4. By the seventh (7th) Day of each Month the Transmission Users can submit to the Operator justified objections on the Initial Allocation of any Day of the immediately preceding Month. These objections are also accompanied by the relevant documentary proof.
5. The Transmission Users served by specific Exit or Entry Point other than a LNG Entry point, may agree, for a given Day, on a quantities allocation, different to the Initial Allocation for this point. This agreement is established in writing and is communicated to the Operator by the ninth (9th) Day of each Month. The Operator accepts the allocation proposed by the Transmission Users provided that:
 - A) There is allocation of the total Quantity of Natural Gas (MII) which was measured at the given Entry or Exit Point on the particular Day.
 - B) The proposed allocation is not detrimental to, and does not constitute discrimination against, the rest of the Users and does not influence the operation of the NNGS negatively.
6. The Operator establishes the Final Allocation taking into consideration the Initial Allocation, any objections from Transmission Users on the Initial Allocation and any eventual agreements by Transmission Users on a different allocation, according to the provision of the previous paragraph. By the tenth (10th) Day of each Month, the Operator dispatches, via the Electronic Informatics System, to each Transmission User and for each Entry Point or Virtual Entry Point, Exit

Point and Virtual Exit Point, which is included in the relevant Transmission Agreement, Interruptible Basis Transmission Agreement and Virtual Reverse Flow Agreement which it has entered into, the Final Allocation for each Day of the immediately preceding Month in accordance with the sample “Final Allocation of Natural Gas Quantities” which is published in the Operator’s website and includes, in particular, the information under paragraph 2 of this article. The Operator does not bear any responsibility with regards to the acceptance or non-acceptance of the Final Allocation which may be different from the Initial Allocation of any User.

7. The Natural Gas quantities that according to the Final Allocation of a Day are delivered to the NNGTS by a Transmission User for the entire number of Entry Points, Virtual Entry Points and the VNP that it uses, constitute the Daily Delivery of the Transmission User. The Natural Gas quantities that according to the Final Allocation of a Day are received by a Transmission User from all Exit Points Virtual Exit Points and the VNP that it uses, constitute the Daily Reception of the Transmission User.
- 8, The sum of the Natural Gas Quantities which according to the Final Allocation for one Day are supplied to NNGTS by a Transmission User at the total of all Entry Points and Virtual Entry Points at which it operates and of the Natural Gas Quantities, which according to the Final Allocation for a Day, are received by the Transmission User at all Exit Points and Virtual Exit Points where it operates is the Transmission User Transmitted Natural Gas Quantity.

CHAPTER 8

GAS BALANCING

Article 44

Operator's Authority for Gas Balancing

1. The Operator ensures in any case the balance between Natural Gas deliveries and receptions in the Transmission System by the Transmission Users (Gas Balancing), taking into account the losses and stored quantities of Natural Gas on the Transmission System, aiming to the reliable, secure and effective operation thereof.
2. The Operator takes all measures it deems necessary for restoring lack of Gas Balancing in the Transmission System (Balancing Action), in order to ensure in any case the reliable, safe and effective operation thereof. In order to proceed to a Balancing Action, the Operator takes into consideration mainly the prevailing pressure levels of the Transmission System and the LNG stock, the ability to store Natural Gas to the System and the concurrent existence of positive and negative lack of balancing of the users.
3. The Operator retains a record and informs the Transmission Users through the Electronic Informatics System for each Balancing Action to which it proceeded with detailed data of the reasons they considered the Action in question necessary, its type, the Quantity of Natural Gas that concerns as well as the cost, immediately after this information becomes available and in any case with the monthly balancing settlement in accordance with article [55].
4. The Operator recovers, via the special Balancing Settlement Account that it keeps as per article [56] of the Network Code, each expense incurred for Gas Balancing.

Article 45

Operator's Authority for Operational Gas offsetting

1. Operational Gas for a time period is defined to be the Quantity of Natural Gas that is calculated as sum of a) the Natural Gas Quantity that was consumed during operation of the NNGTS within a particular time period (Own-consumption of Natural Gas), and b) the Quantity of Natural Gas that in a natural way was lost during operation of the NNGTS over that particular time period, particularly due to leaks of metering devices and pressure adjustment devices (Natural Losses of Natural Gas).
2. The Operator is responsible to compensate the Operational Gas of the NNGTS. The Natural Gas injections to which the Operator proceeds in order to compensate the Operational Gas are not deemed Balancing Actions.

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3. In the framework of his authority, the Operator makes every effort to minimize the Operational Gas needs.

Article 46

Annual Gas Balancing Planning and Operational Gas offsetting

1. By May 1st of each Year the Operator submits to RAE:
 - A) Annual Planning of Gas Balancing for the next Year, which, along with each modification thereof, is approved by RAE and is published under the Operator's responsibility.
 - B) A Study for Operational Gas Offsetting for the next Year, which, along with each modification thereof, is approved by RAE and is published under Operator's responsibility.
 - C) Proposal with regards to the NNGS capacity part booked by the Operator for Gas Balancing or Operational Gas offsetting, as per the provision of paragraph 3, article 71 of the Law.
2. The Annual Planning of Gas Balancing includes in particular: (a) Forecasts of the Operator for the development of Natural Gas demand per category of Customers with regards to the existing Transmission Capacity of the Transmission System, (b) forecast with regards to the necessary Quantities of Natural Gas for Gas Balancing, such as the total annual Quantity of Natural Gas for Balancing, the estimated allocation thereof during the Year, the maximum Supply and the maximum daily Quantity of Natural Gas for Balancing and (c) determination of the required characteristics of the Balancing Agreement or combination of Balancing Agreements that the Operator must enter.
3. For the development of Planning, the Operator takes into consideration particularly the NNGS Development Plan, the total demand of Natural Gas served via the NNGTS, the geographic distribution of consumptions, the elimination of technical limitations concerning the operation of the System and, particularly, each event that has led, or is going to lead, as per his discretion to a congestion, Emergency, access denial, the maintenance requirements of the NNGS components, the existing Natural Gas Transmission Agreements, the existing LNG Facility Usage Agreements, as well as the Connected System Agreements entered.
4. The Operational Gas Offsetting Study of the NNGTS includes: a) the methodology of calculation of Operational Gas in the Transmission System and particularly of the Natural Losses, b) forecast related to the necessary Quantities of Natural Gas that will be required during the next Year for the compensation of Operational Gas and (c) determination of the required characteristics of the Agreement or combination of Operational Gas Compensation Agreements that the Operator is required to enter.

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5. For the development of the Operational Gas Offsetting Study, the Operator takes into consideration in particular the international practices and methodologies for the determination of losses in Natural Gas Systems, the loss coefficients per type of equipment, the Natural Gas consumptions per type of equipment used for the operation of the NNGTS and the Maintenance plans of the NNGTS.

Article 47

Gas Balancing Agreements

1. The Operator, in the framework of his authorities, according to the provisions of paragraph 2.c, article 68 of the Law, is allowed to enter agreements with Users or third parties for the supply and delivery to the NNGTS or the sale and receipt from it of Natural Gas Quantities, in the framework of the realization by the Operator of Balancing Actions (Gas Balancing Agreements).
2. The Gas Balancing Agreements are entered following approval by RAE of the Annual Gas Balancing Planning, either following a relevant competition conducted by the Operator, or according to the provision of paragraph 1, article 91 of the Law.
3. The Gas Balancing Agreements specify particularly: (a) The rights and obligations of the contracting parties, (b) the obligation of the counter-parties of the Operator to adapt the Supply as per which they deliver or receive Natural Gas to and from the NNGTS, according to the Operator instructions, in the framework of Balancing Actions and (c) the price to be paid by the Operator or his counter-party, depending on the case, for the Quantity of Natural Gas received, according to the terms of the Agreement and within the framework of the Balancing Action.
4. The Gas Balancing Agreements that relate to the supply and delivery of Natural Gas Quantities to the NNGTS, may provide the payment by the Operator to the counter-party of the unit price applied to the Natural Gas Quantity that is delivered to the NNGTS and which may be modified regularly during the Year, as well as a fixed price, payable once or at installments, which corresponds to the fixed expenses of the counter-party for the availability of natural gas for Balancing, according to the terms of the Agreement.

Article 48

Gas Balancing Cost

1. At the latest, within thirty (30) days from the signature of the Gas Balancing Agreements, the Operator shall submit to RAE:
 - A) Copies of these Agreements.

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- B) The parameters entering the definition of the unit price, according to the Gas Balancing Agreement, as well as the methodology for regular readjustment thereof during the year, provided this applies, as well as any other unit charge applicable on the Natural Gas Quantity delivered to the NNGTS for balancing purposes.
 - C) The fixed price that may be eventually paid to the other contracting party, according to the Gas Balancing Agreement, as well as any other fixed charge and the allocation methodology thereof to the Transmission Users.
 - D) The cost for the usage by the Operator of the NNGTS or of an LNG Facility or of a Storage Facility of the NNGS for Gas Balancing purposes and the mode of allocation of such cost to the Transmission Users.
 - E) The methodology for the calculation of the Daily Balancing Gas Price (DBGP).
2. In the event that the duration of the Gas Balancing Agreements exceeds one (1) Year, the Operator submits to RAE any modification of the elements of paragraph [1] above, at the latest six (6) Months prior to the beginning of the Year to which such elements refer.
 3. Within thirty (30) days from the date of submission of the data, RAE decides with regards to the approval of the prices related to the parameters that enter the calculation of unit price, the allocation mode of the fixed price and of the NNGS Usage Costs for Gas Balancing purposes to the Transmission Users, as well as the methodology for the calculation of the Daily Balancing Gas Price (DBGP).
 4. The fixed charge that corresponds to each Transmission User, according to the approved allocation methodology, is billed according to the provisions of article [55].

Article 49

Unaccounted for Gas Quantity

1. The Unaccounted For Gas (UFG) during a time period is defined to be the Quantity of Natural Gas that results due to the uncertainty in the determination of measured and calculated magnitudes of the quantities balance of the NNGTS and is calculated according to the following formula:

$$UFG = \Sigma\Pi + Q_{LC} + Q_E - \Sigma A - Q_L - C - \Delta A\Pi$$

where:

$\Sigma\Pi$: The Quantity of Natural Gas that was delivered at the Entry Points of the NNGTS by Transmission Users, during the relevant time period.

Q_{LC}: The Quantity of Natural Gas that was delivered at the Entry Points of the NNGTS either by the Operator or its counter-party in the Operational Gas Offsetting Agreement provided he is a Transmission User, for the Operational Gas offsetting, during the said time period.

Q_E: The Quantity of Natural Gas that was injected to the NNGTS by the Operator for Gas Balancing purposes during the said time period.

ΣA: The Quantity of Natural Gas that was received by Transmission Users at the Exit Points of the NNGTS during the relevant time period.

Q_L: The Natural Losses of Natural Gas, as calculated by the Operator during the relevant time period.

C: The Private Consumption of Natural Gas, as it was measured by the Operator, during the relevant time period.

ΔΑΠ: The change of stored Quantities of Natural Gas in the NNGTS (Pipe Stock Change), which is defined as the difference of the Natural Gas Quantities that were stored in the NNGTS at the end of the time period in question minus the Quantities of Natural Gas that were stored in the NNGTS at the beginning of the said time period, as determined by the Operator.

2. The UFG magnitude can receive positive, negative or null value. A Negative UFG value is understood as the Quantity of Natural Gas that was virtually injected to the NNGTS. A Positive UFG value is understood as the Quantity of Natural Gas that was virtually received from the NNGTS.
3. Under Operator's responsibility the methodology for the calculation of the Estimated Quantity of Natural Gas is published and particularly the methodology for the calculation of the Pipe Stock Change and the methodology for the estimation of Natural Losses of Natural Gas.
4. The Operator calculates the Estimated Quantity of Natural Gas each Month. The Estimated Quantity of Natural Gas is allocated on each Day of the previous Month proportionally to the Transmitted Natural Gas Quantities per Day under the provisions of paragraph [10] of article, for all Users.

Article 50

Daily Gas Imbalance of a User

1. Each Transmission User makes all possible efforts to balance, on a Daily basis, the Daily Natural Gas Delivery to the NNGTS, as defined in Chapter [7], with the Adapted Daily Reception of Natural Gas from the NNGTS.
2. The Adapted Daily Reception of the Transmission User is defined to be the sum of the Daily Reception of Natural Gas of the User, as determined in Chapter [7], and of the Estimated Quantity of Natural Gas that is allocated to the Transmission User during the same Day.

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3. The Daily Gas Imbalance of a Transmission User (DGI) is calculated for each Day, according to the following formula:

$$DGI = Q_{\Pi} - (Q_A + UFGU)$$

Where:

Q_{Π} : The Daily Delivery of the User.

Q_A : The Daily Reception of the User.

UFGU: The Estimated Quantity of Natural Gas that is allocated to the User during the corresponding Day.

4. The magnitude of UFGU is calculated according to the following formula:

$$UFGU = UFG_d \cdot (Q_A / \Sigma Q_A)$$

Where:

UFG_d : The Unaccounted For Gas of the NNGTS during Day d, to which the DGI calculation refers.

Q_A : The Daily Reception of the User.

ΣQ_A : The Daily Reception of all NNGTS Users.

5. The Daily Gas Imbalance is considered positive (Daily Surplus) when the Daily Delivery is greater than the Adapted Daily Reception, and negative (Daily Deficit) when the Daily Delivery of the Transmission User is smaller than the Adapted Daily Reception.
6. The Operator, at the stage of Indicative Allocation, informs the Transmission Users on the estimated allocation to them of the Unaccounted For Gas and on the estimated Daily Gas Imbalance of them.

Article 51

Tolerance Limits of User

1. Each Day, during which the absolute value of the Daily Gas Imbalance, expressed as a percentage of the Maximum Booked Transmission Capacity (MBTC) of a Transmission User, exceeds the allowed Tolerance Limits (TL), as these are specified in this article, the User is considered to be Out of Tolerance Limit. In this case and depending on whether the User DGI is positive or negative, the User is considered Out of Positive Tolerance Limit or Out of Negative Tolerance Limit, respectively.
2. During the Network Code implementation Year and for the next Year, the Tolerance Limits are determined to \pm ten per cent (10%).

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3. The Tolerance Limits are modified following Operator's decision and after RAE approval, as per the provision of paragraph 5, article 69 of the Law, at least three (3) months prior to the expiration of each second Year and apply for the next two (2) Years. For the revision there is special consideration of the anticipated demand for Natural Gas by the totality of Transmission Users, the Transmission Capacity of the NNGTS, the Operator's obligation to ensure the reliable, safe and effective operation of the NNGTS, as well as the reasonably anticipated total Booked Transmission Capacity for the next two (2) Years.
 4. Any Day during which the Transmission User, according to his approved Daily Nomination, does not deliver to the Entry Point nor receives from the Exit Point Natural Gas from the NNGTS, the Tolerance Limits are not applied.
 5. In the event that during one or more successive Days, the absolute value of the difference between the Quantity of Natural Gas delivered at the Entry Points/Virtual Entry Points of NNGTS and the Quantity of Natural Gas received from the Exit Points/Virtual Exit Points/VNP of NNGTS, for the account of a Transmission User, as a percentage of MBTC the Transmission User exceeds the Tolerance Limits, as these are defined above and the Operator reasonably deems that this User imbalance influences or is expected to influence the reliable, secure and effective operation of the NNGTS, then the Operator may, additionally to the Balancing Actions, proceed to the limitation or total interruption of Natural Gas Injection to the NNGTS, or of the reception of Natural Gas from the NNGTS for the User, in accordance with the procedures of Annex [III]. The relevant Operator's decision shall be communicated to RAE.

Article 52

Daily Arrangement of Negative DGI

1. In the framework of Daily Arrangement of Negative DGI, the Operator calculates the Daily Gas Imbalance as a percentage of the MBTC of the Transmission User.
2. If the Daily Gas Imbalance as a percentage of the MBTC of the User is within the Tolerance Limits, then the Operator debits the Balancing Account of the Transmission User with an amount equal to:

$$\text{Daily Charge} = A\pi(\text{DGI}) \cdot (\text{DBGP})$$

3. If the Daily Gas Imbalance as a percentage of the MBTC of the Transmission User is out of Tolerance Limits, then the Operator debits the Balancing Account of the User with an amount equal to:

$$\text{Daily Charge} = [A\pi(\text{TL}) \cdot \text{MBTC} + [A\pi(\text{DGI}) - A\pi(\text{TL}) \cdot \text{MBTC}] \cdot X] \cdot (\text{DBGP})$$

Where:

X: Daily Charge Factor out of Tolerance Limits and which receives value according to the following table:

[Aπ(DGI)/ MBTC] (%)	Factor X
10% up to and including 20%	1,05
Greater than 20% and up to and including 30%	1,10
Greater than 30% and up to and including 50%	1,30
Greater than 50%	1,50

4. The term $A\pi()$ represents the absolute value of the expression in parenthesis.

Article 53

Daily Arrangement of Positive DGI

1. In the framework of Daily Arrangement of Positive DGI, the Operator calculates the Daily Gas Imbalance as a percentage of the MBTC of the Transmission User.
2. If the Daily Gas Imbalance as a percentage of the MBTC of the Transmission User is within the Tolerance Limits, then the Operator credits the Balancing Account of the User with an amount equal to:

$$\text{Daily Credit} = A\pi(\text{DGI}) \bullet (\text{DBGP})$$

3. If the Daily Gas Imbalance as a percentage of the MBTC of the Transmission User is out of Tolerance Limits, then the Operator credits the Balancing Account of the User with an amount equal to:

$$\text{Daily Credit} = [A\pi(\text{TL}) \bullet \text{MBTC} + [A\pi(\text{DGI}) - A\pi(\text{TL}) \bullet \text{MBTC}] \bullet 0.95] \bullet (\text{DBGP})$$

4. The term $A\pi()$ represents the absolute value of the expression in parenthesis.

Article 54

Prolonged Gas Imbalance

1. In the event that the absolute value of a Transmission User's DGI as a percentage of the MBTC exceeds the User's Tolerance Limit for five (5) or more consecutive Days (Prolonged Gas Imbalance), for the calculation of the Daily Charge and the Daily Credit in accordance with articles [52] and [53] respectively, the Operator may linearly reduce the Tolerance Limit of such User from the second to the fifth consecutive Day such a way that the fifth consecutive Day it equals zero. The User's Tolerance Limit is assumed to be zero for the entire continuous period, exceeding five (5) days, during which the DGI of the Transmission User exceeds the permitted Tolerance Limit that has been determined in accordance with the provisions of article [10].

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2. Adjustments on Prolonged Gas Imbalance are suspended during Emergency and Force Majeure events.

Article 55

Monthly Balancing Settlement

1. Each Month the Operator calculates the total debit or credit amount of the Transmission User, as the algebraic sum of the Daily Debits or Credits of the User for each Day of the previous Month, as they are calculated according to articles [52] and [53] respectively plus any fixed charges which correspond to the User.
2. The settlement of the debit or credit remainder of the User is performed by means of the invoice issued by the Operator each Month, according to the Transmission Agreements, Interruptible Basis Transmission Agreements and/or Virtual Reverse Flow Agreements. To such invoice, which is transmitted to the User each Month there is also attachment of the Monthly Balancing Settlement Form, according to the sample published on the Operator's website.
3. The Monthly Balancing Settlement Form includes specifically, for each Day of the Month to which it refers, the following data
 - A) The User's Daily Delivery
 - B) The User's Daily Reception
 - C) The User's Daily Gas Imbalance (DGI)
 - D) The User's Maximum Booked Transmission Capacity (MBTC)
 - E) The ratio of the DGI to the MBTC of the User
 - F) The Daily Price of Balancing Gas (DPBG)
 - G) The Unaccounted For Gas which is allocated to the User on the relevant date
 - H) The charge for DGI which relates to the credit or debit amount of the User for every Day of the Month

Article 56

Balancing Settlement Account

1. The Operator keeps a separate account (Balancing Settlement Account), in which it debits all his expenses related to balancing, basically including any cost resulting from Gas Balancing Actions or for Operational Gas offsetting or for the booking of Transmission Capacity, Gasification Capacity to the NNGS, as well as in accordance with the agreements entered for Gas Balancing, Operational Gas offsetting, and credits this account with the amounts collected by users during the procedures of Daily DGI Settlement, Monthly Balancing Settlement and Monthly Settlement of Operational Gas Offsetting. The said Account includes also special Balancing Settlement Accounts for each user containing the debits and credits corresponding to that user.
2. Under the reservation of the case of paragraph [1], article [58], in the Balancing Settlement Account there is also debiting of any type of Operator expenses related to Operational Gas Offsetting while there is crediting of the amounts collected by the Transmission Users during the procedure of the Monthly Settlement of Operational Gas Offsetting.
3. The Balancing Settlement Account should be balanced at the end of each Year. To this effect, the net balance of the said Account shall be balanced with additional credit or debit to the Transmission Users, in proportion to the total Gasification Quantity of each Transmission User during the Year.
4. The cost for the usage by the Operator of the NNGTS or an LNG Facility, or a Storage Facility for Gas Balancing and Operational Gas offsetting reasons, is debited to the Balancing Settlement Account as an expense and it is credited, via suitable accountant documents, as income in the corresponding Basic Activity account kept by the Operator.
5. At the request of the RAE to the Operator, the Operator shall commission an independent auditor or audit firm, which is registered in the Public Registry of Auditors held by the Accounting and Auditing Supervisory Commission, to audit the Balancing Settlement Account.
6. For this purpose, the Operator shall instruct an independent auditor or audit firm to examine and control the special Balancing Settlement Account and the following information, namely:
 - A) the Operator's Gas Balancing actions
 - B) the charges for the Operator's spending of any kind that results from a Balancing Action, to offset Operational Gas, and for the booking of

Transportation Capacity and Gasification Capacity in NNGS for load balancing purposes and offsetting of Operational Gas

- C) information collected by the Operator for the preparation of the Monthly Balancing Settlement forms and the Monthly Settlement of Operational Gas Offsetting sent to Transmission Users under Articles [55] and [60].
 - D) amounts received by the Operator from the Transmission Users via the Monthly Balancing Settlement and the Monthly Settlement of Operational Gas Offsetting.
7. When the data has been examined and the audit of the special Balancing Settlement Account is complete the independent auditor or audit firm shall prepare Audit Report on the Balancing Account on behalf of the Operator and shall send this to RAE. A Summary of Audit Report shall be posted on the Operator's website for Transmission Users' information.

Article 57

Operational Gas Offsetting Agreements

1. The Operator may enter one or more agreements for the supply and delivery of Operational Gas to the NNGTS (Operational Gas Offsetting Agreements). These agreements are entered either after a relevant competition carried out by the Operator or according to the provision of paragraph 1, article 91 of the Law.
2. The supply of a Quantity of Natural Gas for the offsetting of Operational Gas may also be performed through the Gas Balancing Agreement. In this case, the Natural Gas Quantities supplied by the Operator for Gas Balancing and Operational Gas Offsetting, as well as the corresponding price are entered clearly in the Gas Balancing Agreement.
3. The Operator submits to RAE copies of the Operational Gas Offsetting Agreements, at the latest within thirty (30) days from their signature.

Article 58

Operational Gas offsetting cost

1. In case that the cost of Operational Gas offsetting of NNGTS is co-calculated as an operational expense of the Operator, in the NNGS Usage Tariff, then the Operator does not charge the Transmission Users for the recuperation of this cost.
2. In case that the cost for the offsetting of Operational Gas of the NNGTS has not been included, as an operational expense of the Operator in the NNGS Usage Tariff, this cost is recovered from the Transmission Users, according to article [60].

Article 59

Injection and Allocation of Operational Gas Quantities

1. The injection of Natural Gas in the NNGTS in order to offset Operational Gas is performed either by the Operator or by its counter-party in the Operational Gas Offsetting Agreement (Supplier of Operational Gas), provided that he is also a Transmission User. In case that the Natural Gas for Operational Gas offsetting is injected to the NNGTS by the Supplier, the Supplier does not include in the Natural Gas Quantity for Operational Gas offsetting in the nominations submitted as per Chapter [4].
2. At the beginning of every Month the Operator calculates the Natural Gas Quantity that required for Operational Gas offsetting during each Day of the immediately previous Month (Daily Delivery of Operational Gas).
3. To calculate the Daily Delivery of Operational Gas, the Operator uses, in particular, the following:
 - A) Data on the measuring of Operational Gas Quantity per Day, especially for the consumption of Natural Gas for operating the equipment of the Transmission System.
 - B) Estimates of the Operational Gas Quantity, on a daily basis, especially for losses in measuring devices and pressure control equipment.
 - C) Estimates of the Operational Gas Quantity, on a monthly basis. In this case, the breakdown per Day of the estimated monthly Operational Gas Quantity is realised in proportion to the Transmitted Natural Gas Quantities, per day, of all Users.
4. For the implementation of the allocation methodology of the Quantity of Natural Gas at the Entry Points from which there is injection of Operational Gas to the NNGTS, as per the provisions of paragraph [4], article [42], the Daily Delivery of Operational Gas is allocated to each Entry Point from which there was injection of Operational Gas to the NNGTS proportionally to the total Quantity of Natural Gas that was measured at this Point on the Day in question.
5. The Operator is required to publish monthly data for the Quantity of Natural Gas that was injected in NNGTS per Entry Point of the NNGTS for the Operational Gas offsetting.

Article 60

Monthly Settlement of Operational Gas Offsetting

1. At the end of each Month, the Operator:

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- A) Allocates the Daily Delivery of Operational Gas for each Day of this Month to the Transmission Users, proportionally to the Transmitted Quantities of each Transmission User at the corresponding Day.
 - B) Calculates the total Quantity of Natural Gas for the Operational Gas offsetting that was allocated to each Transmission User according to case A) during this Month.
 - C) Calculates and debits to each Transmission User the proportionate Operational Gas Offsetting Charge.
2. Operational Gas Offsetting Charge is defined as the product of the total Quantity of Natural Gas for the Operational Gas offsetting that was allocated to each Transmission User during the said Month and of the Operational Gas Offsetting Unit Charge. The Operational Gas Offsetting Unit Charge is determined by decision of the Operator following approval by RAE, according to the provision of paragraph 5, article 69 of the Law. The Operator must submit its proposal to RAE no later than thirty (30) days from the execution of the Operational Gas Offsetting Agreements. The Operational Gas Offsetting Unit Charge is determined in a manner that it covers the fixed and variable cost that the Operator undergoes for the Operational Gas offsetting of the NNGTS.
 3. The settlement of the debit remainder of each User is performed with the invoice issued by the Operator each Month. To the invoice sent to the User each Month is also attached the Form of Monthly Settlement of the Operational Gas Offsetting, according to the sample which is published in the Operator's web-site.
 4. The Form of Monthly Settlement of the Operational Gas Offsetting refers specifically, for each Day of the Month to which it refers, the following data.
 - A) The User's Daily Delivery
 - B) The User's Daily Reception
 - C) The User's Transmitted Quantity
 - D) The Daily Delivery of Operational Gas
 - E) The Allocated Quantity of Operational Gas
 - F) The Unit Charge for Operational Gas Offsetting
 - G) The Charge for Operational Gas Offsetting

CHAPTER 9

MEASUREMENTS AND TESTS

Article 61

NNGS Metering Regulation

The procedure and method of measurement of the quantity and quality of Natural Gas which is delivered at an Entry Point or is received from an Exit Point, or is injected in an LNG Facility, or is stored in an LNG Facility or a Storage Facility, the operation, calibration, minimum precision specifications and the control and tests procedure of the metering devices, the procedure of Users access to the metering devices, the settlement of disputes between the Users and the Operator with regards to the measurements, as well as any other relevant subject, are defined in the Metering Regulation, which is established as per the provisions of the first point of paragraph 3, article 69 of the Law (NNGS Metering Regulation).

Article 62

Rights and obligations of Users and Operator

1. The measurements of any magnitude at an Entry or Exit Point, or LNG Facility, or Storage Facility are performed exclusively by the metering stations provisioned in the NNGS Metering Regulation for the specific point or facility.
2. Each User and his Customers have the right of joint access to the metering stations of the NNGS that serve them. Such access right must be reasonably exercised, as per the procedure provisioned in the NNGS Metering Regulation. During exercise of such access right there must be employment of the necessary measures in order not to impede the regular operation of the Connected Systems or Reception Facilities, not to cause damage to the equipment and not to jeopardize the reliable, secure and efficient operation of the NNGS.
3. The Operator is responsible to provide the Users with all information with regards to the measurements related to the points that concern them. The Operator provides the above information in a manner that ensures the confidentiality of commercial transactions.

CHAPTER 10

CRISIS IN NNGS AND LIMITATIONS ON NATURAL GAS TRANSMISSION

Article 63

Crisis in NNGS

1. Crisis is defined as any event which leads or may lead to Crisis Level 1 (Early Warning Level), a Crisis Level 2 (Alert Level), or a Crisis Level 3 (Emergency Level) as defined in the Emergency Plan.
2. Crisis Levels affect or may affect the smooth operation of the Greek Natural Gas market and/or its safe supply, as defined in Regulation 994/2010, and hinder or may impede the regular implementation of obligations and the exercise of the rights of the Users and the Operator, according to the provisions of the Network Code.
3. The Operator's Crisis Management Unit (CMU) is responsible for detecting, announcing and evaluating the Crisis level and also for its prompt resolution in accordance with the provisions of the Emergency Plan.
4. The communication between the Operator and the Involved Parties on any subject relevant to the Crisis is carried out via their authorized representatives, according to the provisions of the Emergency Plan.

Article 64

Early Warning and Alert Levels

1. If there is an Early Warning Level Crisis, the Operator evaluates the data provided on this by the Involved Parties, as defined in the Emergency Plan in order to prevent the Level of Crisis being upgraded.

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2. To respond to an Alert Level Crisis, as defined in the Emergency Plan, measures based solely on the market are taken in order to prevent the situation deteriorating and becoming an Emergency Level Crisis.
 3. Users must immediately execute any order issued by the Operator when there is an Early Warning Level Crisis or an Alert Level Crisis. Orders issued by the Operator during an Early Warning Level Crisis or an Alert Level Crisis and actions taken by Users in compliance with these orders do not violate the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements, concluded with the Operator.
 4. During an Early Warning Level Crisis or an Alert Level Crisis the financial obligations of the Users, in accordance with the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements concluded with the Operator, are not suspended.
 5. If, during Alert Level Crisis, an LNG User submits to the Operator, a request to redefine the LNG Discharge Time or LNG Load Quantity, which is to be injected in the LNG Facility, in accordance with paragraph [10] of Article [67], the User will not pay the Application for Re-determination of Final Monthly LNG Plan Fee.
 6. When the Alert Level Crisis ends the Operator draws up a report on the incident, which includes:
 - A) A description of the Crisis situation and the reasons that caused it.
 - B) The measures taken.
 - C) An estimate of non-met demand during the Crisis, if receptions were reduced or interrupted as a measure to manage the Crisis.
 - D) An estimate of the Operator's financial obligations as a result of the measures taken.

Within one [1] month from the end of the Alert Level Crisis, the Operator shall submit the report on the incident to RAE.

Article 65

Emergency Level/Interruptions in delivery and reception of Natural Gas

1. When there is an Emergency Level Crisis, the Operator may issue Operational Flow Orders, in accordance with paragraph [3] of this article and the Emergency Plan to ensure the smooth, reliable and safe operation of NNGS and to supply the remaining demand and in particular Protected Consumer demand.

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2. When there is an Emergency Level Crisis, measures which are not based on the market, are taken under the provisions of this Article, the Emergency Plan and Regulation 994/2010.
 3. An Operational Flow Order is the Operator's order to the Transmission Users, during an Emergency Level Crisis or a Limited Transmission of Natural Gas Day. An Operational Flow Order is issued during an Emergency Level Crisis with the aim of addressing the crisis and returning the NNGS to normal operation. Each Transmission User is has to comply immediately with the Operational Flow Order issued by the Operator.
 4. The Operator, through the Operational Flow Order, may, inter alia, request the Transmission Users:
 - A) To reduce or discontinue Natural Gas reception/virtual reception from Exit Points/Virtual Exit Points or to modify the delivery/virtual delivery of Natural Gas at Entry Points/Virtual Entry Points.
 - B) To modify the Weekly and Daily Nominations they submitted as per the provisions of Chapter [4] of the Network Code, in relation to the Natural Gas Quantity to be delivered/virtually delivered at Entry Points/Virtual Entry Points or received/virtually received at Exit Points/Virtual Exit Points, up to the maximum limit stated in the Operational Flow Order.
 5. The reduction or interruption of Natural Gas reception at Exit Points, in the case of an Emergency Level Crisis, is carried out in accordance with the interruption process in Annexes [2], [3], [4] and [5] Emergency Plan and Annex [III] of the Network Code, and the priority List for Interruption in Annex [1] of the Emergency Plan.
 6. Users must execute every command issued by the Operator in case of an Emergency Level Crisis immediately, including in particular Operational Flow Orders. Orders issued by the Operator issued during an Emergency Level Crisis and actions taken by Users in compliance with these orders do not violate the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements, concluded with the Operator.
 7. If, during an Emergency Level Crisis, an LNG User submits to the Operator, a request to redefine the LNG Discharge Time or LNG Load Quantity, which is to be injected in the LNG Facility, in accordance with paragraph [10] of Article [67], the User will not pay the Application for Re-determination of Final Monthly LNG Plan Fee.
 8. During an Early Warning Level Crisis the financial obligations of Users, in accordance with the terms of the Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements or LNG

Agreements concluded with the Operator, are not suspended. Transmission Users are not subject to the Daily Plan Charge and the User Tolerance Limits under Chapter 8 of the Network Code are not applied.

9. In the case of an Emergency Level Crisis the Operator draws up a report on the incident, which includes:
 - A) A description of the Crisis situation and the reasons that caused it.
 - B) The measures taken.
 - C) An estimate of non-met demand during the Crisis, if receptions were reduced or interrupted as a measure to manage the Crisis.
 - D) An estimate of the Operator's financial obligations as a result of the measures taken.

Within ten [10] days from the end of the Emergency Level Crisis, the Operator shall submit the report on the incident to RAE.

Article 65A

Gas Day with Limited Transmission Capability

1. A Gas Day with Limited Transmission Capability means each Day on which the flow of Natural Gas in NNGTS is reduced or expected to be reduced due to natural or managerial constraints, in particular because of failure or Maintenance or because of scheduled intervention in NNGS or in linked systems, for reasons which do not constitute a Crisis as defined in the Emergency Plan and Article [63].
2. The operator announces the occurrence or expected occurrence of a Gas Day with Limited Transmission Capability on the Electronic Informatics System.
3. The operator, during or in anticipation of a Gas Day with Limited Transmission Capability, may issue an Operational Flow Order, which is intended to manage or prevent the Gas Day with Limited Transmission Capability. The operator, may, through the Operational Flow Order, request the Transmission Users:
 - A) To reduce or discontinue Natural Gas reception/virtual reception from Exit Points/Virtual Exit Points or to modify the delivery/virtual delivery of Natural Gas at Entry Points/Virtual Entry Points.,
 - B) To modify the Weekly and Daily Nominations they submitted as per the provisions of Chapter [4] of the Network Code, in relation to the Natural Gas Quantity to be delivered/virtually delivered at Entry Points/Virtual Entry Points or received/virtually received at Exit Points/Virtual Exit Points, up to the maximum limit stated in the Operational Flow Order

Each Transmission User must comply immediately with the Operational Flow Order issued by the operator.

4. During the Gas Day with Limited Transmission Capability, the various obligations of the Operator and the Transmission Users and the operators of Connected Systems and any other natural or legal person having a legitimate interest in accordance with the Network Code and the relevant Transmission Agreements, Interruptible Basis Transmission Agreements and or Virtual Reverse Flow Agreements, are not suspended. During the Gas Day with Limited Transmission Capability Transmission Users are not subject to the Daily Plan Charge and the User Tolerance Limits under Chapter [8] do not apply.
5. The Operator is not required nor obliged to compensate for any of the measures taken in accordance with the provisions of this article. The Operator, as part of its responsibilities, shall make every effort to prevent a Gas Day with Limited Transmission Capability being declared or, if this is not possible, to mitigate its consequences.
6. If during any year at least one Gas Day with Limited Transmission Capability or a succession of such days is declared, except in the case where the declaration is due to limitations in Connected Natural Gas Systems, the Operator shall prepare a Report on the Gas Day with Limited Transmission Capability. The report describes (a) the reasons for the reduction in Transmission Capacity, (b) the measures taken and reasons for the choices made and an assessment of their effectiveness, (c) measures and actions to prevent the occurrence of similar situations in the future. The Report is submitted to RAE within thirty (30) days after the end of the year. Users are entitled to receive information on the report.

CHAPTER 11

LNG FACILITY ADMINISTRATION AND RENDERING OF SERVICES

Article 66

Basic LNG Service

1. The Operator is responsible to offer to the Users, as per the special terms and conditions of the Network Code, the Basic LNG Service, in the most cost effective, transparent and direct manner, without discriminations amongst Users.
2. The Basic LNG Service is provided for LNG amounts and includes the following:
 - A) The LNG Uploading which consists of the Mooring of an LNG vessel, the Injection of LNG and the disengagement of the LNG Vessel.
 - B) The offer to the LNG User of storage area in the LNG Facility for the interim storage of LNG (Temporary LNG Storage).
 - C) The gasification of LNG Quantity and the following injection thereof in the Transmission System via the LNG Entry Point.
 - D) The performance of necessary measurements as well as any action necessary for the effective, secure and cost effective operation of the LNG Facility, in the framework of the provision of the services stated in the above points (A) to (C), according to the Network Code.
3. For the provision of the Basic LNG Service by the Operator, it is necessary that an LNG Facility Usage Agreement is entered between the interested party and the Operator, as per article [71].
4. For the provision of the Basic LNG Service, the LNG Users pay to the Operator the charges according to the NNGS Usage Tariff, as well as any other charge applicable according to the provisions of the Network Code and the provisions issued under authorization by the Law.
5. The LNG Users undertake any cost related to the secure docking, mooring, stay at the dock and departure of the LNG vessels that they use.
6. A LNG Vessel may transport, either as an alternative or additionally, the following, for uploading in the LNG Facility,

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- A) One more LNG quantities on its own behalf
 - B) Two or more LNG quantities on behalf of two or more LNG Users
 - C) LNG Balancing Quantity
7. The Basic Service is provided separately per LNG Quantity. If two or more LNG Quantities are transported on one LNG Vessel, at the stages of Mooring of the LNG Vessel and the Detachment of the LNG Vessel under case A) of paragraph 2 are carried out once and relate to the entire LNG quantity which is being uploaded.
 8. The Basic Service is not provided for Balancing LNG Quantities
 9. If an LNG vessel is transporting two or more LNG Quantities and/or LNG Balancing Quantities, the LNG Users and the owner of the Balancing LNG, irrespective of whether it is an LNG User, decide on a joint representative and are represented by that person for the purposes of article 67 and 68. LNG Users under the current paragraph may also be represented by the joint representative for the purposes of Monthly and Yearly Plans under articles 81 to 87

Article 67

Uploading of LNG vessels

1. The LNG Uploading Time is defined to be the time period of two (2) Days, availed by the Operator for the beginning and completion of the procedures of mooring, LNG Uploading and departure of each LNG vessel.
2. The LNG Uploading Day of each LNG Quantity is defined to be the first Day of the Uploading Time. The LNG Uploading Day is determined according to the process of Monthly LNG Planning, as per the provisions of article [84].
3. Seventy two (72), forty eight (48), twenty four (24) and twelve (12) hours before the scheduled LNG Uploading Day, the LNG User or his authorized representative informs the Operator of the anticipated arrival time of the LNG vessel.
4. The LNG User or his authorized representative submits to the Operator a Notice of Arrival at the Dock, at the moment when the LNG vessel of the LNG User is found at the predetermined by the Operator point in the sea area of the LNG Facility (Pilot Station) and provided that the LNG User has regulated each relevant issue with the responsible harbor authorities. In the event that the LNG vessel is transporting a LNG Quantity of two or more LNG Users, then the Notice of Arrival at the Dock is

submitted by the authorized representative of those Users accordance with paragraph [9] of Article [66].

5. The mode and the procedure of communication between the Operator and the LNG vessel of the LNG User, the technical issues related to the approach of the LNG vessel, its Mooring and Departure and any relevant detail are defined in the LNG Facility Processes manual which is established by the Operator and is published on his webpage.
6. Following the secure mooring and Attachment of the LNG vessel, the LNG User or his authorized representative and the Operator co-sign the Notice of Readiness for Injection. In the event that, a LNG vessel is transporting a LNG Cargo of two or more LNG Users, the Notice of Readiness for Injection is signed by their authorised representative appointed under paragraph [9], Article [66]. The Notice of Readiness for Injection relates to all the LNG Quantities being transported by the LNG Vessel to be injected in the LNG Facility.
7. The LNG Injection Time is defined to be the time interval, expressed in hours, which intervenes from the signature of Notice of Readiness for Injection until the completion of the LNG Injection of the LNG or the LNG Quantities in the LNG Facility. In case that Balancing LNG is transmitted with the LNG Quantity, the LNG Injection Time is calculated as the product of the total time interval, expressed in hours, that intervenes from the signature of Notice of Readiness until the completion of the LNG Injection of the LNG Quantity or LNG Quantities and the Balancing LNG in the LNG Facility, times the ratio of the Nominated LNG Quantity to the sum of the Nominated LNG Quantity and the Nominated Balancing Quantity.
8. In the case that the LNG User exceeds the LNG Uploading Time availed, the Operator charges the LNG User with an LNG Uploading Time Violation Charge, as long as there is cumulative concurrence of the following: (a) this violation on LNG User's part obliged the Operator to postpone mooring or LNG Uploading by an LNG vessel of another LNG User, which was scheduled, according to the Final Monthly LNG Plan, and was confirmed through the submission of the corresponding Notice of Arrival at the Port, within the time period during which the first User exceeded the LNG Uploading Time and (b) there is no occurrence of Force Majeure for the LNG User that exceeded the LNG Uploading Time.
9. The LNG Uploading Time Violation Charge is calculated as the product of the integer number of hours in excess of the LNG Uploading Time, times a unit price (Unit Charge for LNG Uploading Time Violation). The Unit Charge for LNG Uploading Time Violation is defined to be equal to one thousand five hundred (1500) €/hour. Following completion of the Year following the Year of Network Code implementation, the Unit Charge for LNG Uploading Time Violation is determined by a decision of the Operator followed by approval of RAE, according to the

provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The income from the LNG Uploading Time Violation Charge is deemed Basic LNG Activity income and is credited to the corresponding account kept by the Operator. In the event that an LNG Vessel is transporting two or more LNG quantities, the Operator determines the number of hours in excess for each User by multiplying the integer number of hours in excess of LNG Uploading by the ratio of the Nominated LNG Quantity of the LNG User to the total of the Nominated LNG Quantity. If, along with the LNG a Balancing LNG Quantity is also being transported, the above ratio is the ratio of the Nominated LNG Quantity of the LNG User to the sum of the Nominated Balancing Quantity and the Nominated LNG Quantity. In the event that the Balancing LNG is transported by a LNG User, for that LNG User, the ratio is the sum of the Nominated LNG Quantity of the LNG User and Nominated Balancing Quantity to the sum of the Nominated LNG Quantities LNG and the Nominated Balancing Quantity

10. If an LNG vessel is expected to sail into the LNG Facility, prior to the scheduled, as per the Final Monthly LNG Plan, Uploading Day or after the lapse of the scheduled LNG Uploading Time or in the case where the LNG Quantity or the LNG Quantities of the LNG User which is to be injected in the LNG Facility exceeds or falls below the Nominated LNG Quantity of the LNG User by a percentage greater than the LNG Planning Tolerance Limit as per paragraph [6], Article [68], the LNG User submits to the Operator an Application for re-determination of Final Monthly LNG Plan. The Application of re-determination of Final Monthly LNG Plan is considered application of non-scheduled uploading, is submitted as per paragraph [2], article [88] and is evaluated by the Operator according to the process of paragraphs [3] to [9], article [88]. With the application, the LNG User co-submits a proof-of-payment of the Application of Re-determination of Final Monthly LNG Plan Fee which is defined as follows:
 - A) If the Application of re-determination of Final Monthly LNG Plan is submitted no later than five (5) Days before the Uploading Day:
 - (i) In the case where the application concerns the redefinition of the Uploading Day or Uploading Time, the Application of Re-determination of Final Monthly LNG Plan Fee equals to twenty percent (20%) of the Charge of the Cancellation of a Scheduled LNG Uploading as per paragraph [8], article [86].
 - (ii) In the case where the application concerns the redefinition of the LNG Quantity which is to be injected in the LNG Facility, the Application of Re-determination of Final Monthly LNG Plan Fee equals to twenty percent (20%) of the LNG Quantity Planning Charge as per paragraphs [5] and [7], article [68], where, instead of the Injected LNG Quantity, the sum of the LNG Quantity to be injected in the LNG Facility and of the Balancing LNG Quantity stated in the application is taken into consideration.

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- B) If the Application for re-determination of Final Monthly LNG Plan is submitted within the time interval between the fourth Day before the Uploading Day and the Uploading Day:
- (i) In the case where the application concerns the redefinition of the Uploading Day or Uploading Time, the Application of Re-determination of Final Monthly LNG Plan Fee equals to the Charge of the Cancellation of a Scheduled LNG Uploading as per paragraph [8], article [86], minus the product of the one fifth thereof times the difference between the Uploading Day and the Day at which the Application of Re-determination of Final Monthly LNG was submitted.
 - (ii) In the case where the application concerns the redefinition of the LNG Quantity which is to be injected in the LNG Facility, the Application of Re-determination of Final Monthly LNG Plan Fee equals to the LNG Quantity Planning Charge as per paragraph [7], article [68] minus the product of the one fifth thereof times the difference between the Uploading Day and the Day at which the Application of Re-determination of Final Monthly LNG was submitted. In order to calculate the LNG Quantity Planning Charge, instead of the Injected LNG Quantity, the sum of the LNG to be injected in the LNG Facility and the Balancing LNG stated in the application is taken into consideration.
- C) In the case where the modification application concerns the redefinition of the Uploading Day or Uploading Time and the LNG Quantity which is to be injected in the LNG Facility, the Application of Re-determination of Final Monthly LNG Plan Fee is calculated as the sum of the individual charges of the above two cases. The Final Monthly LNG Plan Fee shall not exceed the amount of one hundred thousand (100.000) Euros. After the completion of the following year of the Year the Network Code was entered, the Application of Re-determination of Final Monthly LNG Plan Fee, as well as the if applicable maximum limit of the Application of Re-determination of Final Monthly LNG Plan Fee are determined by a decision of the Operator followed by approval of RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The income from the Application of re-determination of Final Monthly LNG Plan Fee is deemed Basic LNG Activity income and is credited to the corresponding account kept by the Operator.
- D) If a LNG vessel is transporting LNG Quantities of two or more LNG Users, in order to redefine the Uploading Day or Uploading Time, the application is lodged by their authorized representative appointed under paragraph [9], of Article [66]. The Application of Re-determination of

Final Monthly LNG Plan Fee for the case of redefining Uploading Day is apportioned in proportion to the Nominated LNG Quantity of the LNG User as a proportion of the nominated LNG Quantity.

11. The LNG User is responsible to carry out the LNG Uploading according to the Final Monthly LNG Plan in case that:
- A) The application of redefinition of the Uploading Time is rejected by the Operator, as per case C) of paragraph [5], article [88].
 - B) Neither the LNG User nor his authorised representative shall submit an acceptance statement of the conditions set out by the Operator within the time limit of paragraph [8], article [88].

In the above cases A) and B), the Operator returns to the LNG User the Application of re-determination of Final Monthly LNG Plan Fee. The Operator returns the said Fee as well in the case of acceptance, according to the procedure of paragraphs [3] to [9], article [88], of the application of re-determination of Final Monthly LNG Plan, which relates to redefinition of the Uploading Day up to two (2) Days in advance of the Uploading Day stated in the Final Monthly Plan. In case of cancellation of the uploading by the LNG User the paragraph [8], article [86], is implemented. The Operator is not obliged to pay lay days or any remuneration to the LNG User in case of rejection of the request of Final Monthly LNG Plan re-determination.

12. Without prejudice to Force Majeure events, in case that the Operator does not allow to a User's LNG vessel to moor or Uploading LNG within the corresponding LNG Uploading Time, according to the Final Monthly LNG Plan, then the Operator is responsible to pay to the LNG User lay days. The lay days are calculated as the product of the integral number of hours in excess of the LNG Uploading Time, times a unit price (Unit Charge for the Calculation of Lay Days) which is defined to be equal to one thousand five hundred (1500) €/hour. Following completion of the Year following the Year of Network Code implementation, the Unit Charge for the Calculation of Lay Days shall be determined by an Operator decision, after approval by RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The expenses for the payment of lay days are considered expenses of the Basic LNG Activity and are debited in the corresponding account kept by the Operator. If the, LNG vessel is transporting LNG Quantities of two or more LNG Users the lay days are allocated in accordance with the ratio of the Nominated LNG Quantity of each LNG User to the sum of the Nominated LNG Quantities of all LNG Users whose LNG Cargo transported on that ship.
- 13) In case that one or more vessels have submitted to the Operator a Notice of Arrival to the Port, but their approach and mooring to the LNG Facility is not possible for any reason, the Operator establishes a priority list for LNG Uploading. Higher priority is transferred to the LNG vessels that are earlier in chronological order,

based on the Final Monthly LNG Plan, regardless of the time of transmission of the relative Notices of Arrival at the Port.

14. In the event of Emergency, the Operator or LNG User can request from their co-contractor in the LNG Facility Usage Agreement, the interruption of the LNG Uploading process of a vessel of the LNG User which has moored to the LNG Facility and the prompt departure thereof. Both the LNG User and the Operator are responsible to comply immediately with relevant requests of the other part.
15. Without prejudice to paragraph [7], in case that a Balancing LNG is transmitted along with an LNG Quantity, any reference in the present article to LNG Quantity or LNG Quantities relates to the sum of LNG Quantity of the LNG User or of the Long of more Users and the Balancing LNG.
16. An Application for re-determination of Final Monthly Plan is submitted when all or part of the LNG Quantity is to be unloaded by a LNG User (New LNG User) other than the LNG User who is registered (Initial LNG User) in the Final Monthly Plan. In this case, modification of a Request for redetermination is submitted by both Users under paragraph [2] of Article [88] and is evaluated by the Operator in accordance with the procedure in paragraphs [3] and [9], Article [88]. If the application is made in the period between the fourth day before the Uploading Day and the Uploading Day, the Application for re-determination of Final Monthly LNG Plan Fee is equal to two percent (2%) of the LNG Quantity Planning Charge as per paragraphs [5] and [7] article [68], and is allocated respectively in proportion to the LNG remaining with the Initial LNG User and the LNG Quantity available to the New LNG User. The Application for re-determination of Final Monthly LNG Plan Fee for a change User is zero if the request is made not later than five (5) days before the Day of Uploading.

Article 68

LNG Injection

1. LNG Users are responsible to make every possible effort, including the integration of suitable terms in the agreements entered for the exercise of their activity in the Natural Gas sector, so that it is ensured that the LNG delivered to the LNG Facility fulfills the Natural Gas Quality Specifications.
2. The LNG Users, or in the case where the LNG vessel is transporting LNG Quantities of two or more LNG Users, their authorized representatives under paragraph [9] of article [66] are responsible to inform the Operator with regards to the Quantity and the qualitative characteristics of the LNG that are to deliver to the LNG Facility, according to the process defined in the LNG Facility Processes manual.
3. In the event that an LNG Quantity does not fulfill the Natural Gas Quality Specifications, the Operator has the right not to allow the Injection of part or of the

entire quantity of the LNG or of the LNG Quantity which will be delivered at the LNG Facility

4. In the event that a Balancing LNG Quantity is transmitted along with an LNG Quantity or Quantities:
 - A) The Injected LNG Quantity of the LNG User is calculated as the difference between the total measured LNG Quantity after the injection of the LNG Quantity or Quantities in the LNG Facility, and the Nominated LNG Balancing Quantity
 - B) The Injected LNG Balancing Quantity is equal to the Nominated LNG Balancing Quantity.
5. In the event that the Injected LNG Quantity of the LNG User in volume units exceeds or is less than the Nominated LNG Quantity, in volume units, by percentage greater than the Tolerance Limit of the LNG Planning, the Operator debits the LNG User with the LNG Quantity Planning Charge. The Tolerance Limit of the LNG Planning equals to ten percent (10%).
6. The LNG Quantity Planning Charge is calculated as the product of the Charge of the Cancellation of a Scheduled LNG Uploading, calculated based on the Nominated LNG Quantity, times the ratio of the absolute value of the difference between the Injected and the Nominated LNG Quantity to the Nominated LNG Quantity times scale factor equal to three (3). The LNG Quantity Planning Charge cannot exceed the amount of one hundred thousand (100.000) Euros. If the LNG vessel is transporting two or more LNG Quantities the upper limit of the Planning Charge is calculated separately for each LNG User for the total of the LG Quantities which are being transported on its behalf on the vessel in question...Following the completion of the following Year of the Year the Network Code's implementation, the scale factor as well as the maximum limit of the LNG Quantity Planning Charge is determined by the Operator's decision, and after approval by RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The incomes from the LNG Quantity Planning Charge are considered income of the Basic LNG Activity and are debited in the corresponding account kept by the Operator.
7. To the invoice sent to the User each Month is also attached the Form of LNG Quantity Planning Charge. Sample of the form of LNG Quantity Planning Charge is published to the Electronic Information System.
8. For the implementation of paragraphs [3], [5] and [6], in the event that a Balancing LNG Quantity is transmitted along with an LNG Quantity, any reference to LNG Quantity, Nominated LNG Quantity and Injected LNG Quantity relates respectively to the sum of the LNG of the LNG User and the Balancing LNG, the sum of the Nominated LNG Quantity and the Balancing

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- Nominated Quantity and the sum of the Injected LNG Quantity and the Injected Balancing Quantity
9. If the LNG vessel is transporting two or more LNG Quantities, the LNG User Injected LNG Quantity is calculated as the difference between the total LNG Quantity measured after the LNG is injected in the LNG Facility and the Nominated Balancing LNG Quantity, multiplied (the resulting difference) by the ratio of the LNG User Injected LNG Quantity and the Nominated LNG Quantity

Article 69

Temporary LNG Storage

1. In the framework of the Basic LNG Service, the LNG Users are provided with storage area in the LNG Facility for the temporary storage of LNG (Temporary Storage Area).
2. The Temporary Storage Period is deemed to be the time period of an integral number of successive Days, commencing on the Day that follows the Day Uploading Day in accordance with the Final Monthly Plan.
3. The Temporary Storage Area for each LNG Load is determined as follows:
 - A) During the LNG Injection Time, the Temporary Storage Area is increased linearly up to a maximum value (Maximum Temporary Storage Area). Throughout the duration of LNG Injection, it is considered that there is concurrent performance of LNG gasification at an hourly gasification rate calculated according to the following formula:

$$\Omega_{TPA} = \frac{\Phi}{v * 24} \text{ (MWh/hour)}$$

Where:

Ω_{TPA} : The hourly gasification rate (MWh/hour)

Φ : The LNG Quantity (MWh) in accordance with the Final Monthly Plan

v : The Temporary Storage Period (Days) in accordance with the Final Monthly Plan

The Maximum Temporary Storage Area is defined according to the following formula:

$$MXIIA = \Phi - \Omega_{TPA} * t_{XE} \text{ (MWh)}$$

Where:

$MXIIA$: The Maximum Temporary Storage Area (MWh)

t_{XE} : The LNG Injection Time (hours) in accordance with the Final Monthly Plan

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- B) During the Temporary Storage Period, the Temporary Storage Area is decreased linearly so that by the end of this Period it equals zero.
4. In case that the LNG Uploading is performed according to the Final Monthly LNG Plan, the Temporary Storage Period is defined as the period of eighteen (18) consecutive Days (Maximum Temporary Storage Period).
 5. In case that the beginning of LNG Uploading takes place according to the Final Monthly LNG Plan, but the LNG Injection is completed after the lapse of the respective LNG Uploading Time, the maximum Temporary Storage Period is defined to be the period of seventeen (17) successive Days.
 6. The Operator has the right to reduce the Temporary Storage Period, according to the provisions of paragraph [9] of article [67], paragraph [5] of article [87] and in case B) of paragraph [5], article [88] or upon relevant request of the User in the framework of submission of Application for the Provision of the Basic LNG Service, Annual LNG Nomination or Monthly LNG Nomination according to the provisions of articles [71], [82] and [84] respectively. During reduction of the Temporary Storage Period, the Operator takes into consideration the Available Storage Area of the LNG Facility, the Final Monthly LNG Plan, the Booked Gasification Capacity of LNG Users and the Gasification Capacity of the LNG Facility.
 7. The Operator provides each LNG User with Additional Storage Area, according to the procedure and under the terms and conditions of article [76]. The offer of Additional Storage Area is not included in the Basic LNG Service.
 8. If the LNG vessel is transporting two or more LNG Quantities from one or more LNG Users to be uploaded in the LNG Facility, the LNG Injection Time is common to all the LNG Quantities and is the same as the greatest Injection Time which was nominated by the Users who used the vessel in question in accordance with the Final Monthly Plan. This LNG Quantity Injection will be considered to have been completed simultaneously for all the Quantities

Article 70

LNG Gasification

1. For the gasification of LNG delivered by the LNG User to the LNG Facility, it is necessary to book LNG Gasification Capacity, according to the terms of the present article.
2. The Minimum Gasification Capacity of LNG is calculated according to the following formula:

$$E\Delta A = \frac{\Phi}{v^2 * 24} * [v * 24 - t_{XE}] \text{ (MWh/Day)}$$

Where:

$E_{\Delta A}$: Minimum Gasification Capacity of an LNG Quantity (MWh/Day)

Φ : The LNG Quantity (MWh) in accordance with the Final Monthly Plan

v : The Temporary Storage Period (Days) in accordance with the Final Monthly Plan

t_{XE} : The LNG Injection Time (hours) in accordance with the Final Monthly Plan

3. The Minimum Gasification Capacity of an LNG User for each Day is defined as the sum of the Minimum Gasification Capacities of the LNG Quantities of the LNG User, for which the corresponding Temporary Storage Period has not expired.
4. Each LNG User is responsible to book Gasification Capacity in the framework of the LNG Facility Usage Agreement he enters with the Operator which:
 - A) Is at least equal to each Minimum Gasification Capacity of the LNG User.
 - B) Equals the sum of each Transmission Capacity for Delivery booked at the LNG Entry Point by the LNG User, under his eventual capacity as Transmission User or by other Transmission Users, to the extent that they are served by the LNG User, for the delivery of Natural Gas at the LNG Entry Point of the Transmission System.
5. In the event that the LNG User enters more than one (1) LNG Facility Usage Agreements with the Operator, the Booked Gasification Capacity of the LNG User is calculated each Day as the sum of the Gasification Capacity that the LNG User books through each LNG Facility Usage Agreement in effect on this Day.
6. The restrictions of paragraph [4] do not apply for the Days on which:
 - A) The Daily LNG Reserve of the LNG User is negative or null, or
 - B) The Temporary Storage Area of the LNG Quantity of the LNG User is null.
7. The LNG Quantity gasified each Day for the LNG User is determined by the Daily Nomination submitted by the Transmission Users served by the LNG User. The Operator is obliged to receive at the LNG Entry Point, Natural Gas Quantities from the LNG Facility, as these are nominated according to the procedure of Chapter [4] of the Network Code, up to the amount of the Booked Gasification Capacity of the LNG User, with the reservation of paragraph [8], as well as in compliance with the remaining provisions of the Network Code, particularly the ones of articles [69] and [79].
8. In the event that the Quantity of Natural Gas which is nominated by the Transmission User to be delivered to the LNG Entry Point exceeds the Quantity of Natural Gas that corresponds to the Booked Gasification Capacity of the LNG

Users that serve him, the Operator shall modify the Weekly Nomination or shall reject the Daily Nomination of the Transmission User, according to the process of Chapter [4] of the Network Code, unless along with the Nomination there is submission of a written consent of the LNG Users that serve the Transmission User with regards to the gasification of LNG and the delivery of the nominated Quantity of Natural Gas at the LNG Entry Point and provided that the delivery of the said Quantity of Natural Gas at the LNG Entry Point is feasible, taking into consideration the available Gasification Capacity of the LNG Facility on the relevant Day.

9. The Operator, taking into consideration the Annual and Monthly LNG Planning, the LNG Facility Usage Agreements entered, as well as the Gasification Capacity which it books, according to the provisions of paragraph 3, article 71 of the Law, for reasons of gas balancing and for the provision of public utility services, calculates and publishes:
 - A) The Gasification Capacity which is availed for each Day of each Year, simultaneously with the publication of Final Annual LNG Plan.
 - B) The Gasification Capacity which is available for each Day of each Month, simultaneously with the publication of the Final Monthly LNG Plan.
10. The Minimum Daily Rate of LNG Gasification is defined to be the minimum Quantity of LNG which must be gasified per Day so that it is possible to ensure the uninterrupted operation of the LNG Facility. The Operator is responsible to publish the Minimum Daily Rate of LNG Gasification of the LNG Facility.

Article 71

LNG Facility Usage Agreement

1. The right to enter LNG Facility Usage Agreement (LNG Agreement) with the Operator is attributed to persons registered in the NNGS Users Registry, as long as they are documented to fulfill at least one of the following conditions:
 - A) They have booked Transmission Capacity at the LNG Entry Point of the Transmission System, under their capacity as Transmission Users.
 - B) They serve other Transmission Users that have booked Transmission Capacity at the LNG Entry Point of the Transmission System.
2. The LNG Agreement is entered for a time period that is the integer multiple of one (1) Day and at least for the time period between the Maximum Starting Date of the LNG Agreement and the Minimum End Date of the LNG Agreement, including thereof. Maximum Starting Date of the LNG Agreement is defined the first Day of the Initial Uploading Period of the first in chronological order LNG Quantity, to which the Agreement relates, as per the provisions in element iv),

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- case B), paragraph [7]. Minimum End Date of the LNG Agreement is defined the Day which results from the sum of the following of the last Day of the Initial Uploading Period and the Temporary Storage Period of the last LNG Quantity, to which the Agreement relates.
3. The LNG Agreement is established in writing, according to the standard agreement which is published as per the provisions of case a), paragraph 2 of article 68 of the Law (Standard LNG Agreement).
 4. The LNG Agreement provides the contracting User with the right to proceed to all relevant legal action, in compliance with the provisions of the Network Code and enforces his obligation to settle the charges that correspond to him, as per the NNGS Usage Tariff and the provisions of the Network Code.
 5. The LNG Agreement defines at least:
 - A) The Booked Gasification Capacity of the LNG User, according to the provisions of paragraph [4], article [70].
 - B) The terms of provision of the Basic LNG Service by the Operator and the obligations and rights of the User, according to the Network Code.
 - C) The contractual liability limits of the contracting parties and the required guarantees that are deposited by the LNG User for entering the Agreement, as well as the invoicing process by the Operator and payment from the LNG User of the price for the provision of the relevant services.
 - D) The force majeure, resolution or termination cases of the agreement as well as the process for the settlement of disputes that may arise in the course of application of the terms of the Agreement.
 - E) The process for modification of the Agreement and for re-determination of its terms in case of a change of the regulatory organizational framework of the natural gas market.
 6. In order to enter the LNG Facility Usage Agreement, an Application for Provision of Basic LNG Service should be submitted to the Operator or through the Electronic Information System, as per the provisions of the Standard LNG Agreement. The Application is followed by the documents and data defined as per the provisions of Standard LNG Agreement. In case that, within the twelve (12) last months from the submission of the Application for Provision of Basic LNG Service, the applicant has entered at least one LNG Application with the Operator, with the new Application the following are co-submitted: only the foreseen legalizing documents that have been modified in relation to the immediately precedent Application, as well as confirmation by the applicant's legal

representative declaring that the already submitted, after his immediately precedent Application, legalizing documents remain in force and have not been modified. The Application for Provision of Basic LNG Service is submitted to the Operator not later than forty-five (45) Days before the beginning of the Month during which the first LNG uploading on behalf of the applicant is scheduled, without prejudice to the case A), paragraph [9], article [88].

7. Through the Application for Provision of the Basic LNG Service, the User states:
 - A) The Gasification Capacity he intends to book.
 - B) The LNG uploading plan for each Month during which the Agreement will be in effect. In case that the desirable duration of the LNG Agreement is greater than twelve (12) Months, the uploading plan is submitted for each Month from the desired date of that the Agreement's validity begins until: a) the end of the Year of submission of the application, or (b) if the time period intervening from the date of submission of the Application for Provision of Basic LNG Service, until the end of the Year in which there is submission of the said application, is less than twelve (12) weeks, at the earliest between the end of the following Year or the Month of the LNG Agreement expiration. The uploading plan for each Month includes:
 - (i) The total number of LNG vessels that the applicant wishes to upload during the Month.
 - (ii) The Quantity of each LNG vessel and the name of the LNG vessel that shall transfer it, if known.
 - (iii) The LNG Injection Time that the User estimates it is required for uploading each LNG vessel.
 - (iv) The desired LNG Uploading Day and a time period of four (4) Days within which there is inclusion of the LNG Uploading Time (Initial Uploading Time) for each LNG vessel.
 - (v) The desirable Temporary Storage Period for each LNG Quantity.
8. In case that the applicant participated in the Annual LNG Planning and there has been planning of the uploading of LNG vessel on his account in certain of the following Months, there is no submission of the elements of case B) of the previous paragraph for these Months.
9. During evaluation of the applications, the Operator complies with their submission priority order.
10. The Operator decides with regards to each application within five (5) working days from the LNG Application Date, taking into consideration, in particular, the Gasification Capacity that has been booked by other LNG Users, the Final Annual

LNG Plan, the relevant Finally Monthly LNG Plans and the Annual Maintenance Plan of the NNGS.

11. In case that the Operator deems that the application is complete and there are no reasons of rejection thereof, as per the provisions of paragraph [14], it invites the applicant to sign the LNG Facility Usage Agreement within a deadline which results, without prejudice to the provisions of article [88], as the shorter between the ten (10) working days from the LNG Application Date and the twentieth (20th) Day before the beginning of the Month during which the provision of Services of LNG Facility Usage commences. In case that the Application for Provision of Basic LNG Service relates to non-scheduled LNG uploading, the deadlines mentioned in article [88] are implemented.

12. In the event that the Operator:

A) Finds shortcomings in the submitted documents,

B) Judges that it cannot fully or partially fulfill the uploading plan submitted by the applicant as per case B), paragraph [7],

he invites the applicant to complete the application or modify thereof within a deadline of eight (8) working days from the LNG Application Date. In the event of case B), the Operator suggests to the applicant an alternative uploading plan for the Months during which the plan of uploading of the Application for Provision of Basic LNG Service cannot be met. If the applicant does not submit in time the requested data to the Operator or if he fails to make amendments of the plan of uploading, the application is rejected. The Operator decides on the application within two (2) working days since the receipt of the new data submitted by the applicant to it, especially taking under consideration the criteria of paragraph [11]. If the Operator judges that the application is complete and that there is no reason to reject thereof as per the provisions of paragraph [14], it invites the applicant to sign the LNG Facility Usage Agreement within a period that arises, without prejudice to the provisions of article [88], to be the shortest between the five (5) working days since the receipt of the new data submitted by the applicant to the Operator and the twentieth (20th) Day before the beginning of the Month during which the provision of Services of the LNG Facility Usage commences. In case that the Application for Provision of Basic LNG Service concerns non-scheduled uploading of LNG, the deadlines of article [88] are implemented.

13. The Operator rejects in writing the application in case that it is not complete or there is reason to deny access as per the provisions of paragraph [14]. The rejection of application is fully documented by the Operator, is notified to the applicant accompanied by any documentation and data and is communicated to RAE.

14. The denial of access to the LNG Facility is allowed provided that:

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- A) The signature of the relevant LNG Facility Usage Agreement may prevent the Operator from fulfilling his obligations to provide public utility services that have been assigned to him.
- B) There are grounds and the procedure as per the provision of article 68, paragraph 2, case a), fifth part of the Law has been complied with.
- C) The requested Gasification Capacity to be booked exceeds the available Gasification Capacity of the LNG Facility or the Delivery Transmission Capacity that has been booked at the LNG Entry Point by the Transmission Users that the applicant states that he will serve.
- D) The Operator cannot fully or partially fulfill the plan of uploading of the applicant and the applicant does not agree with the re-determination proposed by the Operator or the deadline set by the Operator has lapsed without any action, according to the provisions of case B), paragraph [12].
- E) The required Period of Temporary Storage of LNG exceeds the Maximum Period of Temporary Storage as per article [69].
15. During the LNG Agreement term, the LNG User shall request the modification of the Gasification Capacity he books, so that the provisions of paragraph [4], article [70] are complied with:
- A) In any case that the Booked Gasification Capacity is less than the Minimum Gasification Capacity of the LNG User including cases during which the Minimum Gasification Capacity is increased under paragraph [2] of article [70] as a result of the reduction of the Temporary Storage Period by the Operator
- B) In any case of change of the Transmission Capacity for Delivery booked by himself or the Transmission Users served by him, at the LNG Entry Point of the Transmission System including cases during which the conditions under paragraphs [1] and [2] of article [79] apply and as the result of this there is an increased LNG gasification is imposed under paragraphs [3] and [4] of that article.
16. In order to change the Booked Gasification Capacity, the User submits in writing a relative request to the Operator, at least five (5) working days before the desirable date for the materialization of the change. The Operator provides justified answer to the User within a deadline of three (3) working days before the desirable date for the materialization of the change.
17. During examination of the request to change the Booked Gasification Capacity of the LNG User, the Operator takes into consideration the relevant provisions of the Network Code and particularly the paragraph [4] of article [70], the article [74], the

LNG Facility Gasification Capacity, the Final Annual LNG Plan and the relevant Finally Monthly LNG Plans, as well as the reliable, secure and effective operation of the LNG Facility. The rejection of the User's request is justified by the Operator in particular and is communicated to RAE.

18. Provided that the LNG User request is accepted, the Operator proceeds immediately to the change of the Booked Gasification Capacity of the LNG User and modifies accordingly the LNG Agreement.
19. Written modification of the Agreement is required as well:
 - A) In the event of modification of the Temporary Storage Period.
 - B) In the event of modification of the LNG Uploading Day as per article [67] or in the framework of the Monthly LNG Uploading Planning as per article [84] or as per article [88], if there is need for modification of the LNG Agreement duration so that the rules of paragraph [2] are complied with.
 - C) In the event of booking by the LNG User of Additional Storage Area as per article [76], if a change of the LNG Agreement duration is required so that the LNG Agreement covers the ultimate date at which Additional Storage Area is available to the LNG User.

For the modification of the LNG Agreement according to the above, the User submits in writing a relevant request to the Operator, at least three (3) working days before the desirable date of the modification's materialization. The Operator gives a reasoned reply to the User within two (2) working days before the desirable date of the modification's materialization.

20. The Operator is responsible to publish on his webpage the text of the Standard LNG Agreement, including the annexes thereof, in editable format.

Article 72

Additional LNG Services

1. Additionally to the Basic LNG Service, the Operator is able to provide to LNG Users or third parties, additional services related to the Basic LNG Activity which it practices (Additional LNG Services) as, in particular, inactivation services, deportation of inactive gas with Natural Gas and LNG vessels cooling, according to the provisions of this article.
2. For the provision of Additional LNG Services it is necessary to enter a relevant agreement between the interested party and the Operator
3. Within two (2) months from the validity date of the Network Code, the Operator works out a List of Additional LNG Services, in which the following are determined:

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- A) The provided Additional LNG Services.
 - B) Invoice as per which the charges for the provision of each service are calculated.
 - C) A draft agreement for the provision of such services, which is suggested to each interested party without discriminations.
4. The List of Additional LNG Services is updated by the Operator within three (3) months from the beginning of each Year.
 5. The List of Additional LNG Services as well as each modification are notified to RAE and are published on the web page of the Operator.
 6. During provision of Additional LNG Services, the Operator ensures the smooth, safe and cost effective operation of the LNG Facility, particularly the non obstruction of the provision of the Basic LNG Service to the LNG Users, as well as the fulfillment of the obligations for the provision of public utility services assigned to him.
 7. The revenues and expenses of the Operator during provision of Additional LNG Services are registered under a separate code of the account of the Basic Activity of the LNG Facility kept by the Operator and are not taken into consideration during determination of the NNGS Usage Tariff.

Article 73

Transferring of Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area

1. Each LNG User (Transferor User) may enter into an agreement to transfer to another User (Transferee User),
 - A) all or part of the Gasification Capacity which he has booked under article [71]
 - B) all or part of the Temporary Storage Area which he has booked under article [71]
 - C) all or part of the Additional Storage Area which has been allocated to him under articles [76] and 76A) i

With the transfer agreement the Transferor and the Transferee User agree that the Transferee User enters fully the rights and obligations of the Transferor User that derive from the provisions of the Network Code and the terms of the LNG Agreement in relation to the Transferred LNG Amount under cases A) to C) above and is rendered exclusively responsible against the Operator for the fulfillment of these obligations, particularly those that concern the payment of the

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- current NNGS Usage Tariff and those that concern any financial obligation which arise from the booking of Additional Storage Area under articles [76] and [76A].
2. The transfer agreement takes effect after the written consent of the Operator. For that purpose, the parties inform in written the Operator, submitting any data related to the said transfer, at least two (2) Days before the Day at which the transfer is performed. The Operator does not consent in writing and the agreement has no results in case if at least one of the following applies:
 - A) If any realization of the transfer would result in the violation of the provisions of the Network Code for the Transferor or the Transferee User.
 - B) In the case where o Transferee User has concluded LNG Contract Operator at least one (1) day before the day on which the transfer takes place and at least the size of the assigned Gasification Capacity for the period in which the transfer.
 3. The Operator shall inform the transferor and the transferee User about whether or not consent to the making of such assignment or not later than one (1) day before the day on which the transfer takes place immediately after the conclusion of LNG contract the Transferee User, if applicable.

Article 73A

Leasing of Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area

1. Each LNG User (Lessor User) may conclude a LNG leasing agreement with another User (Lessee User)
 - A) For all or part of the Gasification Capacity which it has booked under Article [71].
 - B) For all or part of the Temporary Storage Area that has been allocated to it as part of the Basic LNG Service.
 - C) For all or part of the Additional Storage Area which it has booked under Articles [76], [76A] and [76B].
2. With the LNG leasing agreement, the Lessor User undertakes on behalf of the Lessee User, the LNG gasification amount of the Lessee if the lease relates to case A) above and/or the LNG storage amount of the lessee if the lease relates to cases B) and C) above as defined in the lease agreement.
3. The LNG leasing agreement shall specify in particular:

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- A) The process by which the Lessor User is entitled to require the other party to interrupt the lease for part or all of the leased quantity in cases A) to C) of paragraph [1].
- B) The compensation which the Lessor User is obliged to make to the Lessee User in the event of interruption of the lease under case A). The compensation is determined by the Lessor User considering the estimated, by the Lessor User, of the probability of the interruption of the lease during the time the lease agreement is in effect, based on estimations of the developments in demand for Natural Gas and on historical data.
- C) The division between Lessor and Lessee User of at least the following:
- (i) the LNG Quantities of the Lessor User and the Lessee User within the Temporary Storage Area and/or Additional Storage Area
 - (ii) the LNG Quantities of the User Lessor and Lessee User which are gasified taking into account any mandatory gasification under Article [79].
 - (iii) the Daily LNG Reserve User of the Lessor and Lessee User.
- D) Issues related to management of any residual LNG of the Lessee after the expiry of the lease contract.
4. The conclusion of the LNG leasing agreement does not require consent of the Operator. The Lessor User remains solely liable to the Operator to fulfill the conditions resulting from the provisions of the Network Code and the terms of the LNG Agreement which it entered into with the Operator, and the payment of the applicable NNGS Usage Tariff and also in relation to obligations arising from any financial obligations arising from the booking of Additional Storage Area under Articles [76], [76A] and [76B]. The Lessor User shall inform the Operator of each case of leasing on the Day that the lease agreement was concluded and shall also inform the Operator of the size of the lease in cases A) to C) of paragraph [1] and of the duration of the lease. The Lessor User shall inform the Operator in any case when it interrupts the lease under case A) of paragraph [3] at the latest one (1) day following interruption of the lease.

Article 73B

Offer of unused Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area on the secondary market

1. Each LNG User is obliged to provide the part of the Booked Gasification Capacity, the Additional Storage Area and Temporary Storage Area which it

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- considers that it will not use for a given period, in accordance with the provisions of this article (Unused LNG Amount) to third parties Users for transfer under Article [73], or lease in Article [73A],).
2. Without prejudice to paragraph [5], for the placing of the Unused LNG Amount on the secondary market, the offering User must submit an offer in writing to the Operator, while at the same time requesting that the offer be registered in the Electronic Transactions System. The offer must include the following
 - A) The Unused LNG Amount which is offered, the Day or period for which it is offered and the price that the offering User requires for the placement of the Unused LNG Amount. If the Unused LNG Amount relates to Booked Gasification Capacity and/or to Temporary Storage Area, the LNG User enters the portion of the offered size separately for each LNG Agreement.
 - B) The terms under which the applications of interested users will be evaluated
 - C) In the case of an offer for leasing, the information defined in paragraph 3 of Article [73A].
 3. The User may make more than one Unused LNG Amount available with the same offer with the same price. The Operator shall accept or reject the user's offer in writing during the Day following the Day it is received. The Operator rejects the offer of Unused LNG Amount if at least one of the following cases applies:
 - A) The offer does not include all the information required in accordance with paragraph [32], or
 - B) The offered Booked Gasification Capacity exceeds the total Booked Gasification Capacity of the offering User in accordance with the LNG Agreements it has concluded or the period in which they are offered does not comply with the User's LNG Agreement.
 - C) The offered Temporary Storage Area exceeds the total Temporary Storage Area that has been allocated under the Basic Service in Article [69] for all the User's LNG Quantities.
 - D) The offered part of the Additional Storage Area exceeds the Additional Storage Area which has been allocated to the LNG User under Articles [76A] and [76B].
 - E) The transfer would result in a breach of the provisions of the Network Code for the Transferor User.

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4. The Operator records within one (1) day in the Electronic Transactions System, each offer of Unused LNG Amount which was accepted. The registration is performed in such a way that ensures the anonymity of the offering User and the confidentiality of the information related to the interested Users. The interested Users declare acceptance of the offer of Unused LNG Amount, via the Electronic Transactions System. The offering User is informed about any such acceptance via the Electronic Transactions System. The Operator withdraws any offer of Unused LNG Amount on the secondary market from the Electronic Transactions System within one (1) working day from the reception of relevant notification by the offering User. Any offer which is rejected by the Operator under the preceding paragraph is not recorded in the electronic Transactions System.
 5. Until the entry into service of the Electronic Transactions System, each LNG User may offer Unused LNG Amount on the secondary market in any of the following ways:
 - A) In accordance with the procedure under paragraphs [2] to [4] where,
 - (i) Each reference to the Electronic Transactions System will be understood as a reference to the Electronic Information System.
 - (ii) The acceptance on behalf of the interested User of the offer of availability and the relative update of the offering User by the Operator, as per the provisions of paragraph [4], is performed through fax or email.
 - B) Following negotiations between the two parties, subject to compliance with the provisions of Articles [73] in the case of transfer and [73A], in the case of a lease. At the end of the procedure carried out as per the case, the Operator shall publish the size of the Booked Gasification Capacity, the Additional Storage Area and the Temporary Storage Area which was transferred or leased and the commencement Day or the period of the transfer or lease.
 - C) According to open procedure carried out by the offering User and which is, based on market mechanisms and is posted on the offering User's website and on the Electronic Information System. In this case, the offering User shall inform the Operator in writing of the initiation of this open procedure, and at the same time shall request the Operator to post the notification on the Electronic Information System. The offering User's notification should include all the items in paragraph [2] and also the procedure used to carry out the open procedure and to allocate the Unused LNG Amount to interested parties. At the end of the process, the offering User shall inform the Operator, in writing, on the results of the open process and on every detail which is necessary to complete the transfer or lease process under Articles [73] and [73A] respectively. At the end of the procedure applied in any case, the Operator shall notify the Electronic Information System of the size of the Booked Gasification Capacity, the Additional Storage Area and the Temporary

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- Storage Area which was transferred or leased and the time or period of time of the transfer or lease of that Unused LNG Amount.
6. Within thirty (30) days of the end of each quarter, the Operator shall submit to RAE a Report on the Placement of Unused Booked Gasification Capacity, Additional Storage Area and Temporary Storage Area. The report describes cases where Unused LNG Amounts from LNG Users was allocated to other interested Users for each of the previous three (3) months including all relevant details relating to the placement process.
 - 7 The Operator shall keep records in electronic form for at least five (5) years, comprising:
 - A) The size of the Unused LNG Amount, which was transferred or leased.
 - B The period of transfer or lease period.
 - C) All details relating to interruption of the lease.
 8. Under Operator decision and following approval by RAE, according to the provision of paragraph of 5, article 69 of the Law, it is possible to define the maximum limit for the price of the transfer or leasing offers, for Unused LNG Amounts under paragraphs [2] and [5] for a specific time period which cannot exceed two (2) months, provided that it is documented that the price is formulated at unjustifiable high levels as per the healthy competition rules and the conditions of offer of Unused LNG Amounts during the time that the imposition of the measure is being considered, also taking into account the NNGS User Tariff. The details for the implementation of the measure are determined in the abovementioned decision of the Operator.

Article 74

Release of Unused Booked Gasification Capacity

1. Under a justified Operator decision, as per the provisions of paragraph 5, article 71 of the Law, Gasification Capacity, which has been booked by an LNG User, is released for a specific time period, provided that:
 - A) The Daily Reserve of the LNG User is zero and
 - B) There has not been planning, as per the procedure of article [84] or article [88] of any LNG uploading for the LNG User during the time period in question and
 - C) There has been submission to the Operator, by other LNG Users or third parties, of requests to book Gasification Capacity, which cannot be fulfilled due to lack of available Gasification Capacity in the LNG Facility.

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2. For the materialization of the above transfer the consent of the LNG User, from whom the Booked Capacity of Gasification is released, is not required.
 3. The change of the Booked Gasification Capacity of the LNG User as per the provisions in this article does not constitute a change for which it is necessary to modify the LNG Agreement. The change in question is in effect at no cost, from the adoption of the Operator's decision, as provisioned in paragraph 5, article 71 of the Law. The Operator decision includes the explanation and the duration of the change that takes place.
 4. Systematic non-use Booked Gasification Capacity means cases in which the average value of the sum of case F) of paragraph [1] of Article [88B] during the six (6) consecutive Months which concern the LNG Breakdown of Use in Article [88B], is less than 80% of the mean value of the Booked Gasification Capacity during the same period.
 5. Where the information contained in the LNG Breakdown of Use show
 - A) Systematic non-use of Booked Gasification Capacity which may adversely affect the ability of third parties to access the LNG Facility, the economic efficiency of the LNG Facility, the security of supply and the ability to supply utilities and
 - B) The non-offer on the secondary market under Article [73b] of all or part of the Booked Gasification Capacity for at least 70% of the time during which the average value of the sum of the used Booked Gasification Capacity less than 80% of the Booked Gasification Capacity.

the Operator on the request of RAE may call the User to provide clarifications, giving the User a minimum deadline period of fifteen (15) days, in order for the latter to justify such non usage or non-placement on the secondary market of Booked Gasification capacity. The information that the User submits will be forwarded to RAE. If the Transmission User has not justified in due time or sufficiently the non usage of Gasification Capacity it had booked, the Operator, with a reasoned decision in accordance with the provision of paragraph 5 of Article 71 of the Law, shall release at least 20% of the Booked Gasification Capacity which the LNG User has booked within the next Month. This release shall be for a time which cannot be less than the sum of the Period of Temporary Storage plus two days.

6. All decisions of the Operator in accordance with this Article shall be published on the Operator's website in Greek and English
7. With the completion of the LNG Agreement between the applicant in the case C) of paragraph [1] and the Operator or other interested party (New LNG User), the LNG User from which the Booked Gasification Capacity is released, is exempt from the obligation to pay the corresponding sum, as per the NNGS Usage Tariff for the time

period and for the part of the released amount Gasification Capacity which is booked by the New LNG User

Article 75

Available Storage Area of LNG Facility

1. At the latest by 30 September each Year, the Operator announces on the Electronic Information System the following:
 - A) The Total Storage Area of the LNG Facility, which is defined as the technically measurable storage area of the LNG Facility, as determined based on the relevant methodology taking into consideration the distance from the bottom of each storage tank up to the maximum level that can be allocated for the LNG storage.
 - B) The Available Storage Area of the LNG Facility, for each Month of the relevant Year, which is calculated as the difference between the Total Storage Area of the LNG Facility and its part that:
 - (i) Is not possible to be used for technical reasons. This part is determined by the Operator on the basis of relevant methodology. In the part of the Total Storage Area of the LNG Facility that cannot be used for technical reasons storage area is included, which may be booked by the Operator prior to the LNG Uploading and aiming at the unhindered uploading thereof (Uploading Part). The methodology of calculation of the Uploading Part is determined under the Operator's decision, approved by RAE as per the provision of paragraph 5, article 69 of the Law and published in the Electronic Information System.
 - (ii) Is booked by the Operator for (a) the needs of Gas Balancing and Operating Gas offsetting, according to the provisions of article [46] (Balancing Storage Area), and (b) for the provision of public utility services.
2. By June 1 of each Year, the Operator submits to RAE for approval, as per the provisions of paragraph 3, article 71 of the Law, a proposal with regards to the part of the Total Storage Area of the LNG Facility which is booked for the provision of public utility services during the next Year, accompanied by all relevant data. RAE decides within two (2) months.
3. The Available Storage Area is availed to the LNG Users in the framework of the Basic LNG Service, or as Additional Storage Area, as per the provisions of article [76] of the Network Code.

Article 76

Additional Storage Area of LNG Facility

1. The Additional Storage Area of LNG Facility for each Day of the Month M is defined as the part of the Available Storage Area which has not been allocated to the LNG Users additionally to the Temporary Storage Area.

2. The methodology to determine the Additional Storage Area is specified under the Operator's decision, following approval by RAE, as per the provision of paragraph 5, article 69 of the Law, and is published in the Electronic Information System. For the determination of the Additional Storage Area, the Operator takes into consideration, particularly the following:

A) The Available Storage Area of the LNG Facility.

B) The Gasification Capacity of the LNG Facility.

C) The Final Monthly LNG Plan for Month M.

D) The Daily LNG Balancing Reserve of the Operator as per the provisions of article [77^B].

E) The applications for non-scheduled uploading of LNG that have been submitted, as per article [88], until the end of the sixth (6th) Day prior to the beginning of each Month, regardless of whether their evaluation has been completed.

3. The Additional Storage Area of the LNG Facility is allocated by the Operator to the applicant LNG Users as follows:

A) Without the obligation to pay a price, in case that the sum of the storage area requested by the LNG Users is less than the Additional Storage Area.

B) Through a competition process, in case that the sum of the storage area requested by the LNG Users exceeds that of the Additional Available Storage Area. The Additional Storage Area is allocated according to the Monthly and Daily Process of Offer of Additional Storage Area as per articles [76A], [76B] and [76C], within three months from the present coming into effect. At least twenty days before the beginning of Month M on which the competition process is going to commence for the Monthly allocation of Additional Storage Area, in accordance to the provisions of article [76A], the Operator makes a relevant announcement in the Electronic Information System. The commencement of the competition for the Daily Process of Provision as per article [76B] is applied from the last Day prior to the beginning of the Month on which the application of the Monthly Process begins.

C) Until the commencement of the competition process for the submission of offers, in accordance with the provisions of article [76A] and article [76B], the interested LNG Users, which fulfil at least one of the criteria of participation of paragraph [3] of article [76A] or paragraph [2] of article [76B], submit an application for the engagement of the Additional Storage Area, following the respective announcement by the Operator and in accordance with the time limits

provided in articles [76A] and [76B], respectively. For each Day d that the offers of the Users exceed the Additional Storage Area, the Operator allocates the Additional Storage Area to the LNG Users which fulfil at least one of the criteria of participation of paragraph [3] of article [76A] or paragraph [2] of article [76B], proportionally to the Booked Gasification Capacity of each applicant, without the obligation to pay a price.

4. LNG Users may agree among themselves the transfer or lease of Additional Storage Area which has been allocated to them as part of the Monthly Process of Offer of Storage Area, as per the process of articles [73] and [73A].

5. The Operator updates its estimations with regard to any part of the Additional Storage Area of the LNG Facility which remains for offer on a Daily basis, for every Day (d) of the Month M, based on the methodology mentioned in paragraph [2] in the following cases:

- A) Following each update of the Monthly LNG Plan as per paragraph [10] of article [86].
- B) Following each release of a storage area as per articles [88A] and [88B].
- C) Following the offer of part of the Balancing Storage Area [77B].
- D) Following the completion of the Competition of the Monthly Process of Offer of Additional Storage Area and the announcement of the results of same as per article [76A].

6. The Operator announces in the Electronic Information System any update on the part of the Additional Storage Area that remains for offer within one (1) hour from the completion of the acts referred in cases A) to D) of the previous paragraph. The relevant file must be in the form of editable table and the Additional Storage Area is expressed into volume and energy units with explicit reference to the Gross Heating Value used for the modification. The file must include the date and time the update is performed

Article 76A

Monthly Offer of Additional Storage Area

1. By 14:00 of the fifth (5th) Day before the beginning of each Month M, the Operator announces in the Electronic Information System the Additional Storage Area for each Day of Month M. The relevant file must be in the form of an editable table and the Additional Storage Area is expressed in volume and energy units with explicit reference to the Gross Heating Value used for the modification.
2. By 08:30 of the third (3rd) Day from the beginning of Month M, each interested LNG User submits to the Operator electronically via the Electronic Information System one or more offers for the engagement of Additional Storage Area for one or more Days within the Month. Each offer is submitted according to the sample titled "Offer for the Engagement of Additional Storage Area as per the Monthly Process", which is published in the Electronic Information System.
3. The LNG Users have the right to participate in the engagement process for Additional Storage Area subject to the provisions of article [88B] as to the right of participation in the engagement process for Additional Storage Area and for which at least one of the following conditions are met:
 - A) The Daily LNG Balancing Reserve of the LNG User on the Day of submission of the offers is above zero.
 - B) The Final Monthly Plan provides for the uploading of at least one LNG vessel of the LNG User within the Month M or within the time-period between the third (3) and last Day from the beginning of Month M. In case that the Daily Reserve of the LNG User on the Day the offers are submitted is not above zero, the LNG User participates in the Monthly Process with the submission of offers for the time period which is defined from the LNG Uploading Day of the initial LNG vessel of the LNG User, in accordance with the Final Monthly Plan as per the above, and for the rest of the Month.
4. Each LNG User which meets the conditions of the previous paragraph may submit up to five (5) offers.
5. Each Offer of the LNG User must include the following details:
 - A) The Days of the Month M on which the LNG User desires to engage the Additional Storage Area. The offers of the LNG User regard exclusively Days within the Month M on which at least one of the LNG Agreement which the LNG User has concluded with the Operator is in effect.
 - B) For each Day (d), from the Days which are nominated by the LNG User as per case A) above, the requested part for engagement of the Additional

Storage Area expressed in energy units (MWh) and the offered unit price expressed in €/MWh.

- C) A statement of the participant regarding the explicit and unreserved acceptance of the terms, the process and the results of the competition.
 - D) A statement of the participant regarding the acceptance or not of the allocation to it of only part of the requested Additional Storage Area for a Day (d) provided that reasons under [B] and [C] of paragraph [5] of article [76C] apply.
6. Each request for the engagement of part of the Additional Storage Area is submitted in integer multiples of one (1) MWh, with the maximum limit being the price of the Additional Storage Area for each Day of the Month in accordance with the announcement of the Operator as per paragraph [1].
 7. Subject to the provisions of paragraph [7] of article [76], the unit price which the LNG User declares that it is willing to pay in its offer, must be above zero (0).
 8. An offer may not be amended after its submission.
 9. The offers which have been submitted in time and meet the conditions of paragraphs [2] to [8] are considered valid. The examination of the validity of each offer regards each Day (d) of the Month M separately. Under no circumstance, the invalidity of part of an offer for any of the Days of Month M does not constitute the whole offer invalid.
 10. The assessment of offers which is done in accordance with the process of article [76C] begins on the deadline for the submission of offers as per paragraph [2] and it is completed at 14:00 on the same Day.
 11. For the assessment of the offers, the Operator draws up a Monthly Classification Table of Offers in which it records for each Day (d) of Month M, for each LNG User which participates in the process for the offer of Additional Storage Area as per this article and for every valid offer of the LNG User, the part of the Additional Storage Area requested to be engaged and the unit price offered.
 12. Following the completion of the process of recording in the Monthly Classification Table of Offers of all the valid offers of LNG Users which participate in the process for the offer of Additional Storage Area as per the present article, the Operator classifies, for each Day d, the offers descending as to the unit price. Offers with the same unit price are deemed to be equal and are recorded in the same position in the Monthly Classification Table of Offers for the Day (d).
 13. The allocation of the Additional Storage Area is done in accordance with the terms and conditions of article [76C].

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14. The Operator via the Electronic Information System sends to each participant to the process of offer of Additional Storage Area as per this article the results of same until 14:30 on the same Day.

Article 76B

Daily Offer of Additional Storage Area

1. The Offers for the engagement of part or whole of the Additional Storage Area on the next Day are submitted by the interested LNG Users to the Operator electronically via the Electronic Information System until 16:30 on the respective previous Day. The offer is submitted according to the sample titled “Offer for the Engagement of Additional Storage Area as per the Daily Process”, which is published in the Electronic Information System.
2. All LNG Users have the right to participate in the engagement process of Additional Storage Area as per the present article.
3. Each LNG User may submit up to two (2) offers.
4. Each Offer of the LNG User must include the following details:
 - A) The part of the Additional Storage Area requested to be engaged expressed in energy units (MWh) and the unit price offered expressed in €/MWh.
 - B) A statement of the participant, regarding the explicit and unreserved acceptance of the terms, the process and the results of the competition.
 - C) A statement of the participant, regarding the acceptance or not of the allocation to it of only part of the requested Additional Storage Area for a Day (d) provided that reasons under [B] and [C] of paragraph [5] of article [76C] apply.
5. Each request for the engagement of part of the Additional Storage Area is submitted in integer multiples of one (1) MWh, with the maximum limit being the price of the part of the Additional Storage Area of the LNG Facility which is remains for offer on a Daily basis in accordance with the announcement of the Operator as per paragraph [1].

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6. Subject to the provisions of paragraph [5] of article [76], the unit price which the LNG User declares that it is willing to pay in its offer, must be above zero (0).
 7. An offer may not be amended after its submission.
 8. The offers which have been submitted in time and meet the conditions of paragraphs [1] to [7] are considered valid.
 9. The assessment of offers which is done in accordance with the process of article [76C] begins on the deadline for submission of offers as per paragraph [2] and it is completed at 17:30 on the same Day.
 10. For the assessment of the offers, the Operator draws up a Daily Classification Table of Offers in which it records for each LNG User which participates in the process for the offer of Additional Storage Area as per this article and for every valid offer of the LNG User, the part of the Additional Storage Area requested to be engaged and the unit price offered.
 11. Following the completion of the process of recording in the Daily Classification Table of Offers of all the valid offers of LNG Users which participate in the process for the offer of Additional Storage Area as per the present article, the Operator classifies all the offers descending as to the unit price. Offers with the same unit price are deemed to be equal and are recorded in the same position in the Daily Classification Table of Offers for the Day (d).
 12. The allocation of the Additional Storage Area is done in accordance with the terms and conditions of article [76C].
 13. The Operator via the Electronic Information System sends to each participant to the process of offer of Additional Storage Area as per this article the results of same until 17:45 on the same Day.

Article 76C

Assessment Procedure for the Offer of Additional Storage Area

1. The Operator ensures the confidentiality of the competition process and that there is no access to the offers of the participants until their assessment procedure begins.
2. The participants to the process of submission of offers observe the assessment procedure via the Electronic Transactions System. The details concerning the procedure for electronic access during this stage are published by the Operator in the Electronic Information System. Until the Electronic Transactions System is operational and if electronic access is not available, the Operator provides during the period of the assessment procedure of the offers the possibility of

physical presence in its facilities of an authorized representative of each participant which has submitted one or more offers.

3. When the drawing up of the Monthly Classification Table of Offers is completed as per article [76A] or the Daily Classification Table of Offers as per article [76B], for each Day (d), the Operator starting with the offer which ranks first in the Table, which is the offer which regards the part of the Additional Storage Area for which the highest price has been offered, calculates the requested quantities of Additional Storage Area of the other offers in order of highest to lowest price in the respective Classification Table, i.e. descending in price, until the sum of the requested quantities of Additional Storage Area are equal or above, for the first time, the Additional Storage Area for the Day (d), as this is determined based on the Operator's announcement as per articles [76] and [76A] (Available Additional Storage Area). The unit price of the offer for which the above balance or excess is noted constitutes the Threshold Price for the Day (d).
4. The offer for which the above balance or excess is noted constitutes the Threshold Offer. In case the unit price of two or more offers is equivalent to the Threshold Price, then all these offers are deemed Threshold Offers.
5. For each Day of the Month, the Operator decides on the allocation of the Additional Storage Area as follows:
 - A) In case that the sum of the requested parts of the Additional Storage Area, as this arises after taking into consideration all offers, is not above the Available Additional Storage Area, the requested parts of the Additional Storage Area are allocated to all participants in accordance with the details of their offers and at zero unit price.
 - B) In case that the sum of the requested parts of the Additional Storage Area as this arises taking into consideration all the offers, is above the Available Additional Storage Area, the allocation of parts of the Additional Storage Area is made only to those participants which submitted offers with a unit price equal or above the Threshold Price. More specifically, the following apply:
 - (i) If there is a single Threshold Offer, this is satisfied as to the part which is equal to the difference between the Available Additional Storage Area and the sum of the requested parts of the Additional Storage Area, as this arises from the offers with the highest rank in the Classification Table from the rank which the Threshold Offer has (Remaining Part of Additional Storage Area). If the Threshold Offer has been submitted by a participant which has stated as per articles [76A] and [76B] that it does not accept the allocation of the Remaining Part of the Additional Storage Area, the Operator rejects this Offer and examines the offer which ranks next in the Classification Table. If this new offer is in excess of the Remaining Part of the Additional Storage Area and is acceptable in accordance with the conditions of this paragraph, then it determines anew the Threshold Price and it constitutes the Threshold Offer. In

case that the requested part of Additional Storage Area of the new offer is less than the Remaining Part of the Additional Storage Area, then the Operator examines the offers next in order until the sum of the requested Additional Storage Area of all the offers under consideration is above the Remaining Part of Additional Storage Area. In case that the Remaining Part of Additional Storage Area is not exceeded case A applies.

(ii) If there are two or more Threshold Offers, then the Remaining Part of the Additional Storage Area as this is defined in case (i) is allocated to the participants which submitted the Threshold Offers proportionally to the part of Additional Storage Area of each Offer. If one of the participants has stated in its offer that it does not accept the allocation of just a part of the requested part of the Additional Storage Area, then the Remaining Part of the Additional Storage Area is allocated in accordance with the same rule of allocation in equal proportions only to the participants which have accepted the transfer of only part of the requested part of the Additional Storage Area. In case that all the participants with Threshold Offers have stated that they do not accept the allocation of part of the requested part of the Additional Storage Area, the procedure under case (i) is applied in respect with the rejection of all Threshold Offers and the examination of the next in ranking order.

6. Provided that case [B] applies and it regards the Monthly Procedure of Offer of Additional Storage Area as per article [76A], the participants to which a part of the Additional Storage Area is allocated, pay the Operator a total amount for their participation in the competition process which is equal to the sum for each Day (d) of the Month for the part of the Additional Storage Area which was allocated to them for this Day times the Threshold Price for the Day (d).

7. Provided that case [B] applies and it regards the Daily Procedure for the Offer of Additional Storage Area as per article [76B], the participants to which a part of the Additional Storage Area is allocated pay the Operator a total amount for their participation in the competition process which is equal to the sum for each Day (d) of the Month for the part of the Additional Storage Area which was allocated to them for this Day times the Threshold Price for the Day (d).

8. Subject to paragraph [9], any part of the Additional Storage Area of the LNG Facility which has not been allocated to LNG Users during the Monthly Procedure of Offer of Storage Area is considered to be part of the Available Storage Area which remains for offer in the following order of priority:

A) In order to meet a request of non-scheduled LNG uploading as per article [88].

B) In order to meet a request of redefinition of the time of LNG uploading as per paragraph [10], article [67].

C) In the framework of the Daily Procedure of Offer of Storage Area as per article [76B].

9. Specifically, for the last Day of each Month M-1, any part of the Additional Storage Area of the LNG Facility which was not allocated to LNG Users as per the Monthly Procedure for the Offer of Storage Area .and which relates to the next first Day of Month M, is allocated within the framework of the Daily Procedure for the Offer of Storage Area as per article [76B].

10. The Operator keeps a record of all the relevant details of each Competition Process for the Monthly and Daily Offer of Additional Storage Area (submitted applications, offers, assessments etc.) at least for a time period of five (5) years.

11. In each Competition Process as per articles [76A] and [76B] which is kept on record by the Operator as per the above paragraph, the Operator gives a unique reference number (Competition Process ID).

Article 77

Daily LNG Reserve

1. The Daily LNG Reserve of each LNG User is defined to be the Quantity of LNG which is stored in the LNG Facility for the LNG User at the end of each Day.
2. The Daily LNG Reserve of the LNG User (i) on Day (d) ($HAY_{i,d}$) is calculated according to the following formula:

$$HAY_{i,d} = HAY_{i,d-1} + E\Pi_{i,d} - A\Pi_{i,d} - A\Pi Y_{i,d} + \Pi\Sigma_{i,d}$$

Where:

- $HAY_{i,d-1}$: The Daily LNG Reserve of the LNG User (i) on Day (d-1) (MWh)
- $E\Pi_{i,d}$: The LNG Quantity injected in the LNG Facility by the LNG User (i) on Day (d) (MWh)
- $A\Pi_{i,d}$: The LNG Quantity gasified for the LNG User (i) on Day (d), calculated as per the provisions of Chapter [7] of the present Network Code (MWh)
- $A\Pi Y_{i,d}$: The LNG Facility Losses allocated to the LNG User (i) on Day (d), in accordance with the procedure described in article [80], of the present (MWh)
- $\Pi\Sigma_{i,d}$: The algebraic sum of the LNG Quantities bought by the LNG User (i) minus the LNG quantities sold by the LNG User (i) on Day (d), as per the provisions of article [78]

(MWh).

3. By 12:00 on each Day, the Operator informs each LNG User via the Electronic Information System about the amount of his Daily LNG Reserve, his Temporary Storage Area and his Additional Storage Area as of the end of the previous Day in volume and energy units with explicit reference to the Gross Heating Value used for the modification.
4. In case that the Daily LNG Reserve exceeds the sum of the Temporary Storage Area and the Additional Storage Area on Day (d), then for the exceeding LNG Quantity an Excess of LNG Reserve Charge is imposed to the LNG User by the Operator. The Excess of LNG Reserve Charge is calculated as the product of the exceeding LNG Quantity (MWh), times unit price (Unit Charge of Excess of LNG Reserve), which is defined as equal to the Daily Price of the Balancing Gas that is in force at the Day of excess. After the completion of the following Year from the Year of entry into force of the present, the Unit Charge of Excess of LNG Reserve is determined by the Operator's decision, following approval by RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months prior to the beginning of every second Year. The revenues from the Excess of LNG Reserve Charge are considered revenues from the Basic LNG Activity and are credited to the corresponding account that the Operator keeps.
5. By 13.00 every Day, the Operator announces, on the Electronic Information System, the sum of the Daily LNG Reserve and the sum of the Additional Storage Area of all the LNG Users on the Day (d) in energy and volume units with explicit reference to the Gross Heating Value used for the modification. This announcement is recorded in specific file in the form of an editable table in which the above information for every Day of the Year on a five year rolling basis.

Article 77^A

Management of LNG Reserves of LNG User at the end of LNG Agreement

1. In case that the Daily LNG Reserve as per article [77] is other than zero and the LNG Agreement of the LNG User ends at that Day:
 - A) If the Daily LNG Reserve is positive and the User has not submitted application of modification of the duration of the Agreement as per paragraph [19], article [71] or the User's request cannot be met because of expiration of the Temporary Storage Period of the chronologically latest LNG vessel to which the Agreement relates and there is no sufficient Additional Storage Area available for the full or partial service of the remaining Daily LNG Reserve at the next Day, then the Operator implements in order of priority the following:
 - (i) It compensates the User with price equal to the product of the remaining after the end of the LNG Agreement LNG Quantity times the Unit Price Compensation

of Remaining LNG Quantity which is defined as percentage equal to ten percent (10%) of the Daily Price of Balancing Gas. In that case the ownership of the remaining, after the end of the LNG Agreement, Quantity of LNG is transferred to the Operator, and the aforementioned remaining quantity is added to the Operator's Balancing Gas Reserve, if there is available area.

(ii) It implements the provisions of article [79].

The above cases (i) and (ii) can be implemented as a complement as well.

B) If the Daily LNG Reserve is negative, the Operator debits the User with the product of the absolute value of the, remaining after the end of the LNG Agreement, Daily LNG Reserve times the Unit Price Compensation of Remaining LNG Quantity which is defined equal to the Daily Price of Balancing Gas.

2. After the completion of the following Year of the Year of the Network Code's entry into force, the Unit Compensation of the Daily LNG Reserve and the Unit Charge of the Remaining LNG Quantity is determined by the Operator's decision, following approval by RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months prior to the beginning of each second Year. The Operator's incomes as per case B) of paragraph [2], are considered to be incomes of the Basic LNG Activity and are credited to the corresponding account that is kept by the Operator.

Article 77^B

Daily LNG Balancing Reserve

1. Daily LNG Balancing Reserve is defined the Quantity of LNG which is stored in the Balancing Storage Area at the end of each Day.
2. The Operator shall make the part of the Balancing Storage Area which is not used to store Balancing LNG available to the LNG Users in the following order of priority
 - A) To fulfill requests for unplanned LNG uploading under article [88]
 - B) To fulfill requests re-determination of LNG uploading time under paragraph [10] of Article [67].
 - C) As part of the Daily Storage Space in Article [76B].
3. The methodology of calculation of the Daily Balancing LNG Reserve and the part of the Balancing Storage Area which may become available to the LNG Users as per paragraph [2] is determined by the Operator's decision, approved by RAE according to the provision of paragraph 5, article 69 of the Law and is published in the Electronic Information System.

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4. The Operator announces in the Electronic Information System the Daily Balancing LNG Reserve and the part of the Balancing Storage Area which is not used and keeps relevant historical data on a five-year rolling basis, starting from the Year that the Network Code is entered into force. The relevant file must be in the form of an editable table.

Article 78

LNG Transactions

1. Users which have entered an LNG Facility Usage Agreement with the Operator can proceed to transactions between them with regards to transactions of LNG Quantities stored in the LNG Facility (LNG Transactions).
2. The LNG Users that proceed in LNG Transactions are obliged to submit for approval to the Operator not later than one (1) Day before the Day of application of the agreement between them, the data of the seller and purchaser, the Quantity of LNG related to the transaction and the Day on which the transfer of ownership of the LNG Quantity is to be performed.
3. The rejection of an LNG Transaction is only allowed provided that the LNG Quantities that are the subject of the transaction exceed the estimated Daily LNG Reserve of the seller or the purchaser does not have the required storage area on the Day related to the transaction.
4. Within three (3) months from the commissioning of the Electronic Transactions System, the Operator shall define a procedure for the conduction of LNG Transactions through this System.

Article 79

Mandatory adjustment of LNG gasification

1. During the Weekly and Daily Planning, the Operator compares the Quantities of Natural Gas that are nominated by Transmission Users to be delivered at the LNG Entry Point with:
 - A) The estimated, at the end of the Day concerned by the Nomination, Daily LNG Reserve of the LNG Users serving the Transmission Users. In the estimation of the Daily LNG Reserve of each LNG User the Operator takes into consideration the eventual LNG Transactions which refer to the Day.
 - B) The Minimum Daily Rate of LNG Gasification.

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2. The Operator may modify or reject, with a reason, the Weekly Nomination or the Daily Nomination respectively of the Transmission Users, according to the process of Chapter [4], requesting them to submit a new Daily Nomination and indicating the required modification of their reports with adaptation of the LNG gasification and the delivery of Natural Gas at the LNG Entry Point, as well as of the delivery, on their account, of Natural Gas at any other Entry Point, except for the LNG Entry Point, provided that:
 - A) The sum of the Quantities of Natural Gas nominated by the Transmission Users to be delivered at the LNG Entry Point and relate the same LNG User is greater than the estimated, as per paragraph [1], Daily LNG Stock of the LNG User that serve the Transmission Users.
 - B) The sum of the Quantities of Natural Gas nominated by the Transmission Users to be delivered at the LNG Entry Point and relate the same LNG User is less than the Quantity of Natural Gas required to be delivered so as the estimated, as per paragraph [1], Daily LNG Reserve of the LNG User serving the Transmission Users does not exceed the sum of the Temporary Storage Area for each LNG vessel and the Additional Storage Area that has been allocated to the LNG User in question. Mandatory Gasification Quantity is considered to be the difference between the Natural Gas Quantity that is required to be delivered as per the abovementioned and the sum of the nominated, by the Transmission Users at the LNG Entry Point, Quantities of Natural Gas which concern the LNG User in question.
 - C) The total Quantity of Natural Gas which is nominated by Transmission Users to be delivered to the LNG Entry Point is less than the Minimum Daily LNG Gasification Rate.
 3. In the event that, during the Daily Planning, the Transmission Users in question do not submit a new Daily Nomination or the Daily Nomination submitted was not modified in a way ensuring that none of the above cases apply, the Operator has the right, on the Day related to the Nominations, to modify the LNG gasification and the delivery of the respective Quantity of Natural Gas on behalf of the Transmission Users in question at the LNG Entry Point, as well as the delivery, on their behalf, of Natural Gas to any other Entry Points except from the LNG Entry Point, in a way so as to fully deal with the consequences of the above-mentioned cases.
 4. In the case B) of paragraph [2] and provided that the application of the provisions of paragraph [3] is not possible for reasons relating particularly the safe and efficient operation of NNGS and the compliance with the contractual obligations of the Operator against other LNG Users and Transmission Users that fall within the above category, the following measures are taken:

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- A) The Operator adapts the gasification of LNG and the delivery of the corresponding Quantity of Natural Gas for the Transmission Users of the case B), paragraph [2] at the LNG Entry Point as well as the delivery, on their behalf, of Natural Gas in any other Entry Points except from the LNG Entry Point, in a way that the consequences of case B), paragraph [2] are dealt at least partially. Partially Mandatory Gasification Quantity is considered to be the difference between the Natural Gas Quantity delivered at the LNG Entry Point according to the present and the sum of the initially nominated, by the Transmission Users at the LNG Entry Point, Quantities of Natural Gas as per case B) of paragraph [2].
- B) In addition to case A), or if its implementation is not possible, the Operator possess the Mandatory Gasification Quantity or the Mandatory Gasification Quantity minus the Partially Mandatory Gasification Quantity of case A) to other LNG Users or Transmission Users through a competition process and invites the Transmission Users in question to proceed to relevant modification of their Weekly or Daily Nominations. Up to the adopting of this process, the Operator modifies the Nominations of the Transmission Users who have booked Delivery Transmission Capacity at the LNG Entry Point but do not fall within case B) of paragraph [2] in such a way so that to reduce the nominated by them Quantities of Natural Gas at any Entry Point, except from the LNG Entry Point and respectively so that to increase the nominated Quantities of Natural Gas at the LNG Entry Point in such a way that will allow the departure of the Mandatory Gasification Quantity or the Partially Mandatory Gasification from the storage areas of the LNG Facility. The details of the implementation of the above two processes and especially the price with which the Mandatory Gasification Quantity or the Mandatory Gasification Quantity reduced by the Partially Mandatory Gasification is allocated, are defined by the Operator's decision, following approval by RAE, according to the provision of paragraph 5, article 69 of the Law.
- C) If the implementation of the provisions of cases A) to B) above is not possible the Operator debits the LNG Users who serve the Transmission Users that fall within case B) of paragraph [2] with the LNG Storage Facility Excess Charge which is defined equal to five hundred thousand (500.000) Euros for the first Day on which this case applies. This charge is increased by ten per cent (10%) for each additional Day on which the Transmission User served by the LNG User falls within case B) of paragraph [2]. Following completion of the next Year from the Year of implementation of the Network Code, the LNG Storage Area Excess Charge is determined by an Operator's decision and after approval by RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The income from the LNG Storage Area Excess Charge is considered income of the Basic LNG Activity and is credited in the corresponding account kept by the Operator.
5. In cases of implementation of this article, for the calculation of any amount or charge according to the Network Code, the Natural Gas Quantity nominated by the Transmission User during the process of Daily Planning is deemed to be the

Natural Gas Quantity nominated in the last approved Daily Nomination of the Transmission User, as this is determined according to the provisions of Chapter [4].

6. The Operator is responsible to apply the above measures as per the principle of proportionality, without discriminations between the Transmission Users and the LNG Users involved, and provided that this is required for the reasons of the secure and effective operation of the LNG Facility, as well as in the cases of obstruction of the provision of the public utility services assigned to him or of the fulfillment of the contractual obligations of the Operator against other LNG Users and Transmission Users and, particularly, the obstruction of LNG Uploading of other LNG Users.
7. The following Day of the Day that the implementation of any of the above measures begins, the Operator informs RAE in writing about this, documenting the need of the measure's implementation, as per paragraph [6], and co-submits any relevant data according to paragraphs [2], [3] and [4]. The following Day of the Day that the implementation of the aforementioned measures ends the Operator informs RAE relatively.

Article 80

LNG Facility Losses

1. The LNG Facility Loss ($A\pi Y_p$) during a period p is defined to be the difference between the total LNG that was injected in the LNG Facility ($E\pi Y_p$) during this period and the Quantities that were gasified and injected in the Transmission System by the LNG Facility ($A\Pi Y_p$) at the same period, as these are measured at the LNG Entry Point of the NNGTS, increased per the difference between the Quantities of Natural Gas that were stored in the LNG Facility ($A\pi E\gamma$) at the beginning ($A\pi E\gamma_{p-1}$) and the end ($A\pi E\gamma_p$) of the same time period, according to the following formula:

$$A\pi Y_p = E\pi Y_p - A\Pi Y_p + (A\pi E\gamma_{p-1} - A\pi E\gamma_p)$$

2. The Losses Coefficient of the LNG Facility (ΣAY_p) during a time period, is defined to be the LNG Facility Losses ratio during the period in question to the sum of the Quantities gasified and injected to the Transmission System by the LNG Facility, as these are measured at the LNG Entry Point, during the time period, increased per the LNG Facility Loss, according to the following formula:

$$\Sigma AY_p = \frac{A\pi Y_p}{A\pi Y_p + A\Pi Y_p}$$

3. By 15th November of each Year the Operator publishes on the Electronic Information System, following approval by RAE, its estimate of the value of the

Approved LNG Facility Losses Coefficient that will be in effect for the next Year (ESAY) and an analysis of the methodology by which the Operator arrives at this estimate During a Year the value of the Approved LNG Facility Losses Coefficient can be revised one (1) time after approval by RAE and upon Operator request. This revision in particular is explained and justified and is published on the Electronic Information System.

4. For each Day during which the quantity gasified and injected to the Transmission System from the LNG Facility was greater than zero, the Operator distributes to each LNG User and in order to estimate the LNG reserve of the LNG User, an LNG Facility Loss proportional to the LNG quantity gasified for the Transmission Users served by each LNG User on the same Day, as this was calculated according to the process described in Chapter [7] of the Network Code.
5. For each Day during which there is no performance of gasification by the LNG Facility, the Operator distributes to each LNG User in order to estimate the LNG reserve of the LNG User, an LNG Facility Loss proportional to the Daily LNG Reserve that each LNG User maintained at the beginning of that particular Day.
6. In the beginning of each Month the Operator calculates the Losses Coefficient of the immediately preceding Month (ΜΣΑΥ), taking into consideration those Days on which the quantity that was gasified and injected to the Transmission System from the LNG Facility was greater than zero.
7. If the Losses Coefficient of the LNG Facility during one Month is greater than the Approved Losses Coefficient, the Operator is responsible to pay to the LNG Users a Compensation of LNG Losses. The Compensation of LNG Losses is not paid to the Users for the Days of the Month during which there is no performance of gasification by the LNG Facility.
8. The LNG Losses Compensation is calculated as the product of the LNG Losses Coefficient times a unit price (Unit Charge for LNG Losses Compensation).
9. The Quantity of LNG Losses to be Compensated is calculated as the product of the difference of the LNG Facility Losses Coefficient for the particular Month and of the Approved LNG Facility Losses Coefficient times the sum of the LNG Facility Loss for the Month in question and the quantity gasified and injected to the Transmission System from the LNG Facility in this Month.
10. The Unit Charge for LNG Losses Compensation is defined to be equal to the average DPBG value during the Month in question. Following completion of the next Year from the Year of implementation of the Network Code, the Unit Charge for LNG Losses Compensation is determined under an Operator decision and following approval by RAE, according to the provision of paragraph 5, article 69 of the Law.

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11. The LNG Losses Compensation is allocated to the LNG Users in a monthly basis, proportionally to the LNG Quantities that were gasified and injected to the Transmission System by the LNG Facility on behalf of the Transmission Users that the LNG Users serve, as per the provisions of Chapter [7] of the Network Code.
 12. Each Day during which gasification is carried out at the LNG Facility with the sole purpose of balancing, the Operator shall allocate to each LNG User, the LNG Facility Losses in proportion to the Daily LNG Reserves which each LNG User had at the beginning of that Day.
 13. The Operator shall publish the LNG Facility Loss for every Day (d) with special reference to the Days where there are cases as per paragraphs [5] and [12]. The relevant file is in the form of an editable table and the relevant information is kept for at least five (5) years

Article 81

Annual Planning of Uploading LNG Vessels

1. For the good, reliable, secure and cost effective operation of the LNG Facility, the Operator establishes the annual planning for LNG Uploading (Annual LNG Planning), through which there is programming of the LNG uploading during each Year.
2. Towards this end, Reports on the Annual LNG Uploading Planning (Annual LNG Nomination) are submitted to the Operator, according to the provisions of article [82].
3. The right to submit Annual LNG Nominations applies to the users registered with the NNGS Users Registry, as per article 72 of the Law, whether they have entered LNG Agreements with the Operator or not.

Article 82

Submission and content of Annual LNG Planning

1. The Annual LNG Nomination is submitted to the Operator through the Electronic Information System, at the latest twelve by 31st October of each Year (Deadline of Submission of Annual LNG Nominations).
2. The Annual LNG Nomination includes for each Month of the Year it concerns:
 - A) The total number of LNG Quantities that the interested party wishes to upload during the Month.
 - B) The Quantity of each LNG vessel, as well as the Quantity of any Balancing LNG expressed as MWh and LNG m³.

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- C) The name of the LNG vessel that will transport each LNG Quantity provided that this information is available.
 - D) The LNG Injection Time that the interested party estimates that is needed for the Injection of each LNG Quantity and the time for the Injection of any Balancing LNG.
 - E) The desirable LNG Uploading Day, and a time period of four (4) Days which include the LNG Uploading Time (Initial Uploading Period) for each LNG Quantity and any Balancing LNG.
 - F) The Temporary Storage Period for each LNG Quantity.
 - G) A Statement from the LNG User (Multi Quantity Statement) on the joint transport of two or more Quantities of the User or other LNG Users for uploading in the LNG facility on the same LNG Vessel, and during the same Initial Uploading Period. If a Multi Quantity Statement is not submitted it is deemed that the Uploading Day relates only to the specific LNG cargo.

Article 83

Annual LNG Planning Procedure

1. Following the expiration of the Deadline of Submission of the Annual LNG Nominations, the Operator establishes the Annual LNG Planning, according to the provisions of article [87] and establishes the initial annual LNG uploading plan (Initial Annual LNG Plan).
2. The Operator, through the Electronic Information System, dispatches to those who submitted Annual LNG Nominations and to RAE the Initial Annual LNG Plan, at the latest on the 15th November before the beginning of each Year (Deadline of Delivery of the Initial Annual LNG Plan).
3. The Initial Annual LNG Plan includes:
 - A) The LNG Uploading Day, the starting date of the Initial Uploading Period, the Quantity of each LNG vessel during the Temporary Storage Period, as well as the Quantity of any Balancing LNG or LNG Quantity for which a Statement of Joint Uploading has been submitted under article [84] are considered to have the same Uploading Day and the same date of commencement of the Initial Uploading Period.
 - B) The LNG Quantities which were not included in the planning, as per the provisions of paragraph [6], article [87].

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4. Any divergence of the Initial Annual LNG Plan with regards to the data of the Annual LNG Nomination that was submitted in the framework of the Annual LNG Plan is specifically justified by the Operator to the relevant interested party. In this case, the interested party has the right to submit a new Annual LNG Nomination, as well as his objections on the Initial Annual LNG Plan within a time period of seven (7) Days from the expiry of the Deadline for the Transmission of the Initial Annual LNG Plan.
 5. The Operator, considering the objections, as well as each Annual LNG Nomination that may have been submitted as per the provisions of paragraph [4], establishes and delivers through the Electronic Information System, to those that submitted Annual LNG Nominations and to RAE the final annual plan for LNG uploading (Final Annual LNG Plan), at the latest within fourteen (14) Days from the expiry of the Deadline of Delivery of the Initial Annual LNG Plan, justifying specifically the divergences of the Plan compared to the data of the Annual LNG Nominations.
 6. The Final Annual LNG Plan is updated by the Operator in the following cases:
 - A) Following the completion of the Monthly LNG Planning, with a time horizon of the next Month, according to the provisions of article [86].
 - B) Following signature of a new LNG Agreement or the modification or expiration of the existing LNG Agreement.
 - C) For Force Majeure reasons.
 - D) In the case of cancellation of LNG vessel uploading as per the provisions of paragraph [8], article [86].
 - E) In case that someone registered with the NNGS Users Registry, who participated in the Annual LNG Planning, does not submit an Application for Provision of Basic LNG Service to the Operator at the latest forth five (45) days before the beginning of the Month during the LNG uploading or LNG Uploading on his behalf were panned. In this case, the corresponding LNG Uploading Times and the Temporary Storage Periods for that month are allocated by the Operator to other interested parties, as per the provisions of this Chapter.
 - F) In case of non-scheduled LNG vessel uploading, as per the provisions of article [88].
 7. The Final Annual LNG Plan and each update thereof are published in the Electronic Information System. The relevant file must be in the form of editable table, and all the sizes mentioned in it, relating to Quantities of LNG or storage areas, are expressed in volume and energy units with explicit reference to the Gross Heating Value used for the modification.

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8. The Operator keeps a record of the Final Annual LNG Plan, as well as of the Annual LNG Nominations that were submitted towards this end and keeps the relevant data in electronic format for a minimum time period of five (5) years since their submission date.

Article 84

Monthly Planning of Uploading LNG vessels

1. For the good, reliable, secure and cost effective operation of the LNG Facility, the Operator establishes monthly planning of LNG uploading (Monthly LNG Planning), through which there is programming of the LNG uploading during the immediately next Month (Month M) and for the two next Months (Months M+1 and M+2) respectively.
2. The LNG Users have the right to participate in the Monthly LNG Planning.
3. For this aim, each LNG User is responsible to submit to the Operator a Monthly LNG Uploading Planning Nomination (Monthly LNG Nomination), according to the provisions of article [85], provided that there has been programming, according to the Final Annual LNG Plan, of the uploading of LNG for this User during Month M.
4. In the event that an LNG User does not submit a Monthly LNG Nomination it is considered that he will not proceed to LNG uploading during Month M.
5. During the procedure of the Monthly LNG Planning, each reference to the Final Annual LNG Plan is understood as a reference to the most recently updated Final Annual LNG Plan, as per the provisions of paragraph [6], article [83].

Article 85

Submission and content of Monthly LNG Planning

1. The Monthly LNG Nomination is submitted to the Operator through the Electronic Information System, at the latest twenty eight (28) Days before the beginning of each Month M (Deadline of Submission of Monthly LNG Nominations).
2. The Monthly LNG Nomination includes:
 - A) For each LNG vessel that the LNG User wishes to upload during Month M:
 - (i) The preferred Day of LNG Uploading and a period of six (6) hours within the Day, during which the LNG Injection process will begin.
 - (ii) The Quantity of the LNG and the Quantity of any Balancing LNG.

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- (iii) The name of the LNG vessel that will transport it expressed in MWh and LNG m³
 - (iv) The LNG Injection Time that the LNG User deems required for the Injection of the LNG and the time for the Injection of any Balancing LNG.
 - (v) The preferred Temporary Storage Period for each LNG Quantity.
- B) For each LNG Quantity that the LNG User wishes to upload during Months M+1 and M+2:
- (i) The preferred LNG Uploading Day, and a time period of four (4) Days which includes the LNG Uploading Time (Initial Uploading Period), for each LNG Quantity.
 - (ii) The Quantity of the LNG and the Quantity of any Balancing LNG.
 - (iii) The name of the LNG vessel that will transport it.
 - (iv) The LNG Injection Time that the LNG User deems required for the Injection of the LNG Quantity and the time for the Injection of any Balancing LNG.
 - (v) The preferred Temporary Storage Period for any LNG Quantity.
- C) The scheduled LNG Loads, as per the Final Annual LNG Plan that the LNG User wishes not to perform during Months M+1 and M+2.
- D) A Statement from the LNG User (Multi Quantity Statement) if it is being transported with other Quantities from the User or other LNG Users for uploading in the LNG facility on the same LNG Vessel, and during the same Initial Uploading Period. If a Multi Quantity Statement is not submitted the Operator considers that Uploading Day relates only to the specific LNG cargo.

Article 86

Monthly LNG Planning Procedure

1. Following the expiration of the Deadline of Submission of Monthly LNG Nominations, the Operator establishes the Monthly LNG Planning according to the provisions of [article \[87\]](#) and the initial monthly plan of LNG uploading (Initial Monthly LNG Plan).
2. The Operator, through the Electronic Information System, dispatches to LNG Users that submitted Monthly LNG Nominations and to RAE the Initial Monthly LNG Plan, at the latest fifteen (15) Days before the beginning of each Month (Deadline of Submission of the Initial Monthly LNG Plan).
3. The Initial Monthly LNG Plan includes for each one of the three Months in which it concerns:
 - A) The Day of LNG Uploading, and an interval of six (6) hours within the Day, during which the LNG Injection will begin.

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- B) The Quantity and the Temporary Storage Period of each LNG Quantity and the Quantity of any Balancing LNG.
 - C) For each Day during the next three (3) Months, the part of the Available Storage Area of the LNG Facility which, after the planning completion, remains free for offer.
 - D) The LNG Quantities which were not included in the planning, as per the provisions of paragraphs [6] and [7] of article [87].
4. Each divergence of the Initial Monthly LNG Plan compared to the data of the Monthly LNG Nomination that was submitted in the framework of the Monthly LNG Planning, is considered to be a proposal from the Operator which is particularly justified by the Operator to the corresponding LNG User. In this case, the LNG User or his authorized representative under paragraph [9] of article [66], has the right, within five (5) Days from the expiry of the Deadline of Submission of the Initial Monthly LNG Plan:
 - A) To state in writing to the Operator that it accepts the Operator's proposal. Following the acceptance of the proposal on behalf of the LNG User, its participation in the Final Monthly Plan as defined in paragraph [6] is assumed.
 - B) To state in writing to the Operator that it does not accept the Operator's proposal. Following the non-acceptance of the proposal on behalf of the LNG User, its non-participation in the Final Monthly Plan as defined in paragraph [6] is assumed
 - C) To give the Operator a written statement of the LNG uploading included in the proposal which it accepts. The LNG uploading which the LNG User accepts are assumed to be included in the Final Monthly LNG Plan as defined in paragraph [6].
 5. The non submission of a statement as per the above is interpreted as the acceptance on the LNG User's behalf

If the total of the LNG uploading which are included in the LNG User's Monthly Nomination are included in the Initial LNG Plan without any deviations. It is considered that they are included in the Final Monthly LNG Plan in accordance with the provisions of paragraph [6].

6. At the latest ten (10) Days before the beginning of each Month, the Operator:
 - A) Establishes, taking into consideration the provisions of paragraphs [4] and [5] it dispatches, via the Electronic Information System, to the LNG Users that submitted Monthly LNG Nominations and to RAE, the final monthly plan for LNG uploading (Final Monthly LNG Plan).

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- B) Updates the Final Annual LNG Plan based on the data of the Final Monthly LNG Plan.
7. The LNG Users may agree to exchange between them LNG Uploading Time and the corresponding Temporary Storage Period within the Month or the next two Months related to the Final Monthly LNG Plan. This agreement is established in writing and communicated to the Operator. The Operator accepts the suggested LNG Uploading Time exchange between the LNG Users and communicates it on his webpage provided that:
- A) The required Available LNG Storage Area exists.
- B) There is no obstruction of the LNG uploading of other LNG Users, according to the Final Monthly LNG Plan.
8. In the event of cancellation of a scheduled uploading of an LNG Quantity in Month M, following the publication of the Final Monthly LNG Plan which relates to Months M, M+1 and M+2, the LNG User shall pay to the Operator a Charge for the Cancellation of a Scheduled LNG Uploading which is calculated as the product of the LNG Quantity, the uploading of which was cancelled, times a unit price (Unit Charge for the Cancellation of a scheduled LNG Uploading). The Unit Charge for the Cancellation of a Scheduled LNG Uploading is defined as a percentage equal to one per cent (1%) of the Daily Price of Balancing Gas for the first Day of the Month during which the uploading of the said LNG Quantity was scheduled. The Charge for the Cancellation of the Scheduled LNG Uploading cannot exceed the amount of one hundred thousand (100.000) Euros. Following the completion of the next Year from the Year of implementation of the Network Code, the Unit Charge for the Cancellation of a Scheduled LNG Uploading as well as the maximum limit of the Charge for the Cancellation of a Scheduled LNG Uploading shall be defined by an Operator decision, following approval by RAE, according to the provision of paragraph 5, article 69 of the Law, three (3) months before the beginning of each second Year. The income from the Charge for the Cancellation of a Scheduled LNG Uploading is considered income of the Basic LNG Activity and is credited in the corresponding account kept by the Operator. For the purposes of this paragraph, any reference to LNG Quantity relates to the sum of LNG of the LNG User and the Balancing LNG. The uploading of part or all of a LNG Quantity by a User other than that which has been designate with the issue of the Final Monthly LNG Plan is not considered to be uploading. In this circumstance case [16] or article [67] applies.
9. The Operator keeps a record of each Monthly LNG Plan and of the Monthly LNG Nominations and retains the relevant data in electronic format for a minimum time period of five (5) years from their date of submission.
10. The Final Monthly Plan for the Month M and, if necessary, the Final Monthly Plan for the Month M+1, are updated by the Operator in the following cases:

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- A) In the event of cancellation of a scheduled uploading of LNG vessel and of any Balancing LNG Quantity.
 - B) In the event of non-scheduled uploading of LNG vessel as per article 88.
 - C) In the event of acceptance of modification application of the Final Monthly LNG Plan as per paragraphs [10] to [16] of article [67].

After each update of the Final Monthly LNG Plan, the Operator is responsible to correspondingly update the Final Annual LNG Plan.

- 11. The Operator announces in the Electronic Information System each update of the Final Monthly LNG Plan and of the Final Annual LNG Plan. The relevant file must be in the form of editable table, as per the provisions in paragraph [7], article [83] and must include the date and time of update, which is performed as follows:
 - A) Within two (2) hours from the time that the Operator is informed about the cancellation of the scheduled uploading of the LNG according to case A), paragraph [9], if this information is available until 16:00 of the current
 - B) According to the deadline set according to case B), paragraph [9], article [88], if the update relates to case B), paragraph [10]
 - C) Within two (2) hours from the acceptance of the application as per the provisions in paragraph [5], Article [88], or the submission of an applicant's nomination as per the provisions in paragraph [8], article [88], if the aforementioned acceptance or the nomination's submission takes place until 17:00 of the current Day and the update relates to case C) of paragraph [10]
 - D) Within one hour from the beginning of the following Day from the Day that paragraphs A), B) and C) above relate to, in any other case which is not covered by the aforementioned.

- 12. Any reference to the Final Monthly LNG Plan is considered as reference to the recently updated Final Monthly LNG Plan, as per the provisions of paragraph [10].

Article 87

Methodology of Annual and Monthly LNG Planning

- 1. For the establishment of the Annual and each Monthly LNG Planning, the Operator takes into particular consideration the following elements:
 - A) The Annual and Monthly LNG Nominations which are submitted according to the provisions of articles [82] and [85].

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- B) The Gasification Capacity, the Available Storage Area and the Minimum Daily LNG Gasification Rate of the LNG Facility.
 - C) The Annual NNGS Maintenance Schedule.
 - D) The Booked Gasification Capacity of each LNG User.
 - E) The Temporary Storage Area and the Minimum LNG Gasification Capacity.
 - F) Any eventual historical data related to the gasification of LNG of each LNG User.
 - G) The obligation to provide the Basic LNG Service without discriminations between the Users.
 - H) The rules for the secure and efficient operation of the LNG Facility.
 - I) The rules for safe navigation in the sea region of the LNG Facility.
 - J) Any eventual use of the LNG Facility for NNGTS Gas balancing purposes and for the provision of public utility services, according to the provisions of paragraph 3, article 71 of the Law, as well as the Annual Scheduling of Balancing and Operational Gas offsetting as per article [46].
 - K) Statement from two or more Users on the joint uploading of a LNG vessel or a statement from a User on the uploading of two or more LNG Quantities from the same vessel on his behalf (Multi Quantity Statement).
2. During the procedure of the Annual and each Monthly LNG Planning, the Operator modifies the nominated LNG Uploading Days or the stated Initial Uploading Periods of the LNG Quantities, as long as:
 - A) The non modification of the nominated LNG Uploading Days would lead to the violation of the Available Storage Area of the LNG Facility.
 - B) There is overlapping between two or more stated Initial Uploading Periods with the exception the case where a Multi Quantity Statement has been submitted. If there is a Multi Quantity Statement it is permissible for two or more Initial Uploading Periods to overlap.
 - C) The required Period of Temporary Storage of LNG Quantity exceeds the Maximum Period of Temporary Storage as per article [69].
 3. During the process of the Annual LNG Planning, provided that the reasons of paragraph [2] apply, the Operator transfers temporally, to the least extent possible, the nominated Days for LNG Uploading and the corresponding Initial Uploading Periods, according to the following order of priority:

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- A) Of LNG Users sorted in reverse order of annual LNG Quantity.
 - B) Of the users registered with the NNGS Users Registry that participated in the Annual LNG Planning, categorized in reverse order of annual LNG Quantity.
4. During the process of the Monthly LNG Planning, provided that the reasons of paragraph [2] apply the Operator transfers temporally, to the least extent possible, the nominated Days for LNG Uploading, according to the following order of priority:
 - A) The LNG Quantities of LNG Users which are included in the Final Annual LNG Plan, arranged in serial order of divergence, with regards to the Uploading Days and the amount of the LNG Quantity, from the Final Annual LNG Plan.
 - B) The LNG Quantities of LNG Users which are not included in the Final Annual LNG Plan in reverse order of LNG Quantity.
 - C) The LNG Users' LNG Quantities in reverse order of LNG Quantity, in the event that the issuing of the Final Yearly Plan is outstanding
 5. In any case that the reasons of paragraph [2] apply, the Operator, prior to shifting the LNG Uploading Days and the respective Initial Uploading Periods according to the provisions of paragraphs [3] and [4] above, may propose to LNG Users an adequate reduction of the Period of Temporary Storage for each LNG Quantity with concurrent conduction of LNG Transaction between the Users, so that the uploading of the LNG is enabled with the least possible deviation compared to the respective stated one. The Operator proceeds in each relevant action energy upon the written consent of the LNG Users.
 6. The Operator has the right not to include in the LNG uploading planning conducted as per articles [83] and [86], any LNG Quantity which exceeds the Available Storage Area of the LNG Facility.
 7. During Monthly LNG Planning, the Operator has the right not to include LNG Quantity in the Initial or Final Monthly Plan, provided that this LNG Quantity is not included in the corresponding Final Annual LNG Plan and its uploading, taking into consideration the provisions of paragraph [4], is not possible within the time horizon of the Monthly LNG Planning.

Article 88

Non-scheduled uploading of LNG Vessel

1. Each LNG User or entity registered in the NNGS Users Registry, as per the provisions of article 72 of the Law, which wishes, during Month M, to perform an LNG uploading, which is not included in Final Monthly LNG Plan for the Month in

question, submits to the Operator a relevant application, via the Electronic Information System.

2. The application determines:
 - A) The LNG Uploading Day, and an interval of six (6) hours within the Day, during which the LNG Injection will begin.
 - B) The Quantity of the LNG and any Balancing LNG.
 - C) The name of the vessel which transports the LNG and a statement of the LNG User (Multiple Quantities Statement) if this is being transported together with other LNG Quantities of the same LNG User or other Users for uploading at the LNG Facility during the same Initial Uploading Period, provided that this information is available. In case that this information is not available, the Operator deems that the Uploading Date regards only the specific LNG Quantity.
 - D) The estimated LNG Injection Time for the specific LNG Quantity.
 - E) The desirable Temporary Storage Period of the LNG Quantity
 - F) Whether, the application regards the joint transport of two or more Quantities of the LNG User or other Users for uploading at the LNG Facility, with the same LNG Vessel on the same Uploading Date (Multiple Quantities Statement). In case that a Multiple Quantities Statement is not submitted, the Operator deems that the Uploading Date regards only the specific LNG Quantity.
3. The Operator decides with regards to the application:
 - A) Within two (2) Days from the end of the Monthly Process of Offer of Additional Storage Area as per article [76], provided that the application is submitted during the time period from the fifth (5th) Day prior to the beginning of the Month M until the third (3) Day before the beginning of Month M.
 - B) Within two (2) Days from the Day of completion of the Final Monthly LNG Plan for Month M, provided that the application is submitted up to the Day of completion of the Final Monthly LNG Plan, as per paragraph [6] of article [86].
 - C) Within two (2) Days from the submission of the application, provided that the application is submitted outside the time interval determined in cases A) and B)
The Operator informs the applicant about its decision via the Electronic Information System.
4. During the evaluation of applications the Operator complies with the chronological priority order of their submission.

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5. The Operator, taking into consideration, particularly, the Final Monthly LNG Plan for Month M and Month M+1, the part of the Available Storage Area of the LNG Facility that has been allocated as Additional Storage Area as per the provisions of article [76], the part of the Available Storage Area that remains for offer, the available Gasification Capacity and the Booked Gasification Capacity of the applicant, provided that he is an LNG User, as well as any relevant element according to the provisions of paragraph [1], article [87], is able:
 - A) To accept the application.
 - B) To accept the application under conditions, which refer particularly to the following:
 - (i) In shifting of the LNG Uploading Day of the LNG.
 - (ii) The uploading of part of the LNG or of the Balancing LNG.
 - (iii) The increase of the Booked Gasification Capacity of the applicant provided that he is an LNG User.
 - (iv) The reduction of the Temporary Storage Period.
 - C) To justifiably reject the application.
 6. In case that the applicant is not an LNG User, essential condition for the materialization of LNG uploading is the completion of the process for entering an LNG Agreement with the Operator, at the latest three (3) Days before the LNG Uploading Day.
 7. The approval of the request under conditions or the rejection thereof is especially justified by the Operator. The rejection action of the request is communicated to RAE.
 8. Within one (1) Day from the transmission by the Operator of the action related to the acceptance of the application under conditions, as per the provisions of [5] above, the applicant informs the Operator with regards to his intention to proceed to the uploading of the LNG Quantity submitting, via the Electronic Information System, a statement as per which he accepts, expressively and unconditionally, all the conditions set by the Operator. In case that the applicant is not an LNG User, through the above statement he also accepts the condition set according to the provisions of paragraph [6] above. Upon lapse of the above deadline with no action taken, it is considered that the applicant has decided not to proceed with the LNG uploading.
 9. At the latest within one (1) Day from the application's acceptance as per the provisions of case A), paragraph [5] or the submission of the applicant's report as per paragraph [8] above, the Operator:

- A) Invites the applicant to submit an Application for the Provision of Basic LNG Service within three (3) Days, provided that the applicant is not an LNG User.
- B) Modifies the Final Monthly LNG Plan for Month M and updates the Final Annual LNG Plan.

Article 88A

Daily release of Unused Storage Area

1. Subject to paragraph [2] of this article, the Unused Storage Area of the LNG User (i) for day (d) of the Month M is calculated by the Operator on Day d-1 within half (1/2) an hour from the announcement of the Daily Reserve of LNG as per article [77] and as follows:

$$MXAXX_{i,d} = \max\left[0, \left(\left(X\Pi A_{i,d} + \Pi AX_{i,d} + XEK_{nj,d}\right) - \left(HAY_{i,d-1} + XEK_{i,d} + XE\Pi_{i,d}\right)\right)\right]$$

Where

$MXAXX_{i,d}$	The Unused Storage Area of the LNG User (i) for the day (d) (MWh)
$HAY_{i,d-1}$: The Daily Reserve of LNG of the LNG User (i) of the Day (d-1) (MWh)
$XEK_{i,d}$	The part of the Additional Storage Area and Temporary LNG Storage available as per article [73] and [73B] in the secondary market by the LNG User (i) on the Day (d) (MWh).
$XEK_{nj,d}$	The sum of the part of the Additional Storage Area and the Temporary Storage Area which has been transferred to the User (i) as per articles [73] and [73B] on the Day (d) from LNG Users (MWh).
$X\Pi A_{i,d}$	The Temporary Storage Area which has been made available to the LNG User (i) on the Day (d) within the framework of the Basic Service as per article [69] (MWh).
$\Pi AX_{i,d}$	The Additional Storage Area which has been engaged by the LNG User (i) on the Day (d) as per articles [76] and [76A].
$XE\Pi_{i,d}$	The Surrendered Storage Area on Day (d) which is surrendered by the User to the Operator as per the provisions of article [88C].

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2. For all the Days which regard the process of Uploading and Injection of LNG as per articles 67 and 68, the Unused Storage area of the LNG User is considered to be equal to zero.
 3. The Unused Storage Area of the LNG Facility on Day (d) is the sum of the Unused Storage Area of all the LNG Users.
 4. The Unused Storage Area is added to the part of the Available Storage Area which remains for offer (Initial Part of Additional Storage Area) as per article [76C] and is made available via the Daily Process of provision as per article [76B], in the case that the sum of the storage area which the LNG Users request in the respective process is above the Initial Part of the Available Storage Area.
 5. In case that the Unused Storage Area is engaged by other Users as per the process of article [76B], then the initial LNG Users from which the Unused Storage Area was provided are compensated with the amount which is calculated for each Day on which the release regards as the sum of the part of the Unused Storage Area released times the Threshold Price which the LNG User paid for its acquisition multiplied by the coefficient of 98%. In case that the Unused Storage Area is from two or more competition processes as per article [76A] and [76B], the calculation is made separately for each part of the Unused Storage Area and Threshold Price which arises from each competition process.

Article 88B

Monitoring of LNG Facility Storage Area Use and Congestion Management

1. The Operator sends RAE in an electronic and editable format an analytical statement (LNG Use Statement) which includes for at least the six previous months the following:
 - A) The details of paragraph [5] of article [77], separately for each LNG User.
 - B) The realized LNG uploading including the requests for the non-scheduled uploading as per article [88], as well as the requests rejected due to absence of sufficient storage area.
 - C) The part of the Daily LNG Balancing Reserve made available by the Operator to the Users, per LNG User.
 - D) The part of the Additional Storage Area and the Temporary Storage Area which were made available to the secondary market as per article [73B] for the

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- time period of provision for which the LNG Use Statement regards, as well as the price of provision and the part of the storage area which was surrendered to the Operator via the surrender process as per article [88C].
- E) The Additional Storage Area which the Operator offered to the LNG Users as per the Monthly and Daily Process of Provision and the results of the relevant competition processes as per article [76A] and [76B].
- F) The average price of the sum of the used and allocated via the process of Transferring as per articles [73] and [73B] of Booked Gasification Capacity.
2. The Use Statement is submitted to RAE, in January and July.
 3. The regular non-use of Additional Storage Area and Temporary Storage Area is the case when the average price of the sum of the Daily Reserve of LNG of the LNG User as per article [77] and the Additional Storage Area and Temporary Storage Area made available as per article [73] and [73B] in the secondary market and the Surrendered Storage Area as per article [88C], during the six (6) consecutive months to which the report refers to, is less than 80% of the average price of the sum of the Additional Storage Area and the Temporary Storage Area which the LNG User has engaged.
 4. If it arises from the details of the Use Statement that:
 - A) The regular Non-Use of the Additional Storage Area and the Temporary Storage Area which may have an adverse effect on the accessibility of third parties to the LNG Facility, the economic efficiency of same, the security of supply and the provision of public utility services and
 - B) The non-offer in the secondary market as per article [73B] or non-surrender as per article [88C] of the total or part of the Additional Storage Area and the Temporary Storage Area for at least 70% of the time of the Daily LNG Reserve of the LNG User which is less than 80% of the average price of the sum of the Additional Storage Area and the Temporary Storage Area which has been engaged by the LNG User,

RAE may request from the Operator to call the User to provide clarifications giving the User a fifteen (15) day deadline in order to explain the non-use or non-offer to the secondary market of the Additional Storage Area and the Temporary Storage Area. If the LNG User does not explain in time or sufficiently the non-use of the storage area that has been allocated to it, the Operator following its decision, approved by RAE in accordance with the provisions of paragraph 5 of article 69 of the Law, proceeds to the expulsion of the User from the Monthly Process for the Offer of Additional Storage Area as per article [76A] for a time period which upon the initial application of the measure in accordance with this article is determined to be equal to two (2) months. The time is doubled each time this measure is applied.
 5. Every relevant decision of the Operator in accordance with this article is announced in the Operator's website in Greek and in English.

Article 88C

Surrender of Additional Storage Area or Temporary Storage Area to the Operator

1. Each LNG User (User Provider) may surrender to the Operator, for offer to all interested parties, the whole or part of the storage area, Temporary Storage Area and Additional Storage Area, in the LNG Facility which it has engaged (Surrendered Storage Area), for a specific time period, in accordance with the provisions of this article.
2. The LNG User may not surrender and the Operator does not accept the surrender of whole or part of the Surrendered Storage Area which has been submitted as an offer in the secondary market in accordance with the provisions of articles [73] and [73A] and for the respective time period of same.
3. The User Provider of the Transfer is obligated to submit in writing to the Operator a relevant request in accordance with the sample titled “Application for the Surrender of the Storage Area of the LNG Facility” which is published in the Electronic Information System. In the application the following must be clearly mentioned:
 - A) The volume of the Surrendered Storage Area.
 - B) The LNG Agreement or Agreements, if it is for the surrender of a Temporary Storage Area or the Competition Process ID as per article [76C], if it is for the surrender of an Additional Storage Area.
 - C) The Starting Date and the Ending Date, of the offer of the Surrendered Storage Area.
4. The Application for the Surrender of the Storage Area of the LNG Facility is submitted at least two (2) working days prior to the starting Date of offer of the Surrendered Storage Area.
5. The Ending Date of offer of the Surrendered Storage Area is the latest the Ending Date of the Temporary Storage Period, if the Surrendered Storage Area regards a Temporary Storage Area, or the last Day on which the Additional Storage Area or the respective Area in accordance with article [76A] is available.
6. The Operator, within the next working day from the Day the application is submitted by the User Provider, decides and informs the User Provider in writing as regards the acceptance or rejection of the application, if it is not in accordance with the provisions of paragraph [3] of this article.
7. In case that the application is accepted, the Operator updates the Electronic Information System. The Surrendered Storage Area is calculated as part of the Available Storage Area which remains for offer as per paragraph [8] of article [76C].

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8. In case of Surrender of Storage Area from more than one LNG Users, the Operator keeps the priority in accordance to the chronological order of submission of their respective applications.
 9. The User Provider retains all the rights and obligations as against the Operator, in particular the financial ones in accordance with the LNG Agreement, the NNGS Usage Tariff and the competition process as per article [76A] as per the volume and the time period that the Surrendered Storage Area has not been engaged in favour of a third party in accordance with the provisions of this Chapter.
 10. The User Provider does not have the right to provide the whole or part of the Surrendered Storage Area to the secondary market in accordance with the provisions of Article [73A], and for the time period determined from the starting Date and ending Date of offer of the Surrendered Storage Area in accordance with the Application.
 11. In case that a LNG Agreement is concluded between the Operator and a third interested User for the engagement of the whole or part of the surrendered Storage Area within the framework of the Basic Service, subject to paragraph [4] of article [70], the Operator reduces the Booked Gasification Capacity for the time period which relates to the LNG Agreement and informs the User Provider in writing.
 12. In case that the whole or part of the Surrendered Storage Area is made available within the framework of the competition process as per articles [76A] and [76B], the User Provider is compensated by the Operator with an amount which is calculated for each Day which regards the surrender as the sum of the part of the Surrendered Storage Area which is engaged times the Threshold Price which the LNG User paid for its acquisition multiplied by the coefficient of 98%.
 13. The Operator keeps a record in an electronic and editable format and for a time period of at least five (5) years, in which the following are included:
 - A) The volume of the Surrendered Storage Area and the time period for which it was surrendered to the Operator in accordance with the process of this article.
 - B) The part of the surrendered Storage Area, which is engaged by a third interested party and the time period of engagement.
 - C) A statement with the LNG Users which made the surrender.
 - D) The percentage of the Surrendered Storage Area as a proportion to the total storage area (Temporary Storage Area and Additional Storage Area) for the LNG User which made the surrender and for the time period of same.

Article 89

LNG Vessels Certification

1. The technical specifications and the specifications of safety for the mooring, Attachment, LNG Injection, Detachment and departure of LNG vessels from the LNG Facility, the process for the control and certification of the LNG vessels compatibility with the above-mentioned specifications, the type and the content of the adequacy certificates and inspections of the LNG vessels and any other relevant issue is regulated by the LNG Vessels Certification Regulation, which is established according to the provision of paragraph 4, article 69 of the Law.
2. The Operator prepares and publishes on the Electronic Information System a list of LNG vessels, which are certified as suitable for LNG uploading in the LNG Facility, in accordance with the LNG Vessels Certification Regulation.
3. Until the publication of the LNG Vessels Certification Regulation, the Operator is responsible to provide access to the LNG Facility to any LNG vessel of an interested party, without discriminations, under the reservation of the compliance with the other provisions of the Network Code and according to the existing processes and practices followed. For this, within one (1) month from the implementation of the Network Code, the Operator shall publish on his webpage:
 - A) Technical specifications for the access of vessels at the LNG Facility.
 - B) Any information deemed essential for the approach, Attachment, Uploading, dis-engagement and departure of LNG Vessels from the LNG Facility.
 - C) A sample of application for temporary certification of LNG vessels, which includes the information and documentation to be submitted by any interested party that wishes to perform LNG uploading at the LNG Facility.
4. The application for temporary certification of LNG vessels is submitted to the Operator in writing, accompanied by all the above-mentioned required information and documentation. The application is submitted by any interested party regardless of whether has entered an LNG Facility Usage Agreement with the Operator. During processing of the applications, the Operator keeps with their submission priority order and replies to the application within one (1) month. The rejection of the application is specifically justified by the Operator and the relevant action is communicated to RAE.
5. The Operator publishes in the Electronic Information System a list of LNG vessels which have been temporarily certified, according to the above process.
6. The LNG vessels which are temporarily certified as suitable for LNG uploading in the LNG Facility, according to the above-mentioned process, are certified anew

following the establishment of the LNG Vessels Certification Regulation, provided that this is required by the provisions of this Regulation.

CHAPTER 12

NNGS DEVELOPMENT

Article 90

Provision of data to the Operator

1. For the design, development and operation of the NNGS, Users are responsible to provide, as per the provisions of this Chapter, or upon the Operator's request, relevant data and information.

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2. By May 31 of each Year, each User is responsible of providing the most accurate estimates to the Operator with regard to the following:
 - A) The Quantity of Natural Gas that is required annually to cover the needs of the User's Customers, per Customer category, per administrative region and per existing or future Exit Point, for the following ten (10) years.
 - B) The Transmission Capacity and the Maximum Hourly Delivery Quantity that is required annually to cover the needs of the User's Customers, per Customer category, per administrative region and per existing or future Exit Point, for the following ten (10) years.
 - C) The Natural Gas deliveries and receptions to serve the needs of the User's Customers per existing or future Entry Point or Exit Point for each Month for the following Year.
 3. Each User shall provide the Operator with their most precise estimates on the elements of paragraph [2], under the condition of compliance to the confidentiality provisions regarding business and other matters. These estimates are not binding for the User.
 4. The Operator may also request relevant data and information from existing or future Operators of Connected Systems, under the condition of compliance to the confidentiality provisions regarding business and other matters. These estimates are not binding for the operators of Connected Systems.
 5. The data submitted to the Operator in accordance to this article, concern the design and development of the NNGS and are considered confidential. The Operator is responsible to provide RAE access to this data.

Article 91

NNGS Development Study

6. By June 30 of each year, the Operator establishes and publishes a NNGS Development Study which includes:
 - A) The estimates of the Operator for the annual demand of Natural Gas for the entire country, per administrative region and per category of Users, as well as the maximum Daily and hourly demand of Natural Gas per Year, for the next ten (10) Years.
 - B) The estimates of the Operator concerning the feasibility to cover the demand in a cost effective and reliable way using the existing and new sources of Natural Gas supply, including the LNG supply sources, as well as for the necessary, for this purpose, support and expansion of the NNGS.
 - C) The estimates of the Operator for the cost of the necessary investments for the reinforcement and development of the NNGS.
2. The forecasts and estimates of the Operator, according to paragraph [1], are not binding and do not create any responsibility of the Operator against the Users,

Operators of Connected Systems or any other individual or legal entity with legal interest.

3. The Development Study does not include specific references to Users, Suppliers and Natural Gas consumers.
4. The NNGS Development Study is published in the Electronic Information System.

Article 92

Preparation and Approval of NNGS Developmental Plan

7. By June 30 of each year, the Operator establishes and sets in public consultation a Draft Development Plan for the next ten (10) Years in Greek and English language.
8. For the establishment of the NNGS Draft Development Plan, the Operator needs to take into consideration the NNGS Development Study, as well as:
 - A) Elements of the current and the estimated supply and demand of natural gas
 - B) The fulfillment of public service obligations and the assurance of natural gas supply in a reliable way
 - C) The improvement of NNGS efficiency and the ensuring of its orderly operation aiming at the prevention of congestions, emergencies and refusal of access or prohibition of transmission
 - D) The supply of new areas with natural gas and the ensuring of new Users' potential access.
 - E) The protection of the environment.
 - F) The cross-community development program and the regional investment plans in accordance with the provisions of element (b) of paragraph 3 of Article 8 and of paragraph 1 of Article 12 of Regulation 715/2009.
 - G) The sustainability of the projects included in the Plan and their potential financing outside the framework of the Development Plan.
9. The Draft Development Plan includes all projects, regardless of their budgeted cost of implementation, which satisfy the criteria of the provision of paragraph [2] and whose construction start out within the time frame of the Plan, regardless of their completion time, as well as any Planned Project, subject to the following paragraph. The Operator is required to fully justify the reasons it did not include any Planned Project in the Plan.
10. The Draft Development Plan makes distinct mention to:
 - A) Projects which are included in the Plan for the first time, after Users submit an Application for Advanced Reservation of Transmission Capacity that was accepted

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- by the Operator, according to the procedure mentioned in Article [95B] (User Connection Projects).
- B) Projects which are included in the Plan for the first time with the initiative of the Operator, in the framework of his powers (NNGS Development Projects).
 - C) Planned Projects.
 - D) In the Draft Development Plan there are distinct references to projects with an official decision of execution of either the construction or the technical studies prior to construction, as well as new projects, the implementation of which is required to begin within the next three (3) years (Triennial Development Period).
11. For each project that was not included in the Previous Development Program, the Draft Development Program Plan includes:
- A) Documentation of the necessity to integrate the project into the Development Plan, according to the provisions of paragraph [2].
 - B) The technical characteristics of the project and its implementation process, with a detailed description of the various stages of implementation and, in particular, its design, licensing, construction and operation initiation.
 - C) A time-schedule of the project with specific milestones, which define the start and completion time of each stage of the project.
 - D) Documentation of the agreement of the implementation time-schedule of the project with the time-schedule of any other functionally related project, included or not in the Plan, in order to achieve a timely and within the allotted financial budget achievement of the Development Plan's objectives.
 - E) Budgeted cost, modes of financing and cost recovery for the corresponding investments, including:
 - (i) In the case of the NNGS Development Project, an assessment on the impact on the Average Charge for Using NNGS, against the benefits arising from the implementation of this project in relation to the security of the country's supply with natural gas and the development of competition in the national and regional gas market.
 - (ii) In the case of a User Connection Project, an estimate of the alteration in the Average Charge for Using NNGS during the Period of Calculating Tariffs from the implementation of the project
6. In the case of the User Connection Projects falling under a) of paragraph [4], the Operator shall submit along with the Plan a respective Capacity Expansion Proposal, identifying in the Plan.
- A) The Users who are required to sign an Advanced Reservation of Transmission Capacity Agreement, according to the provisions of paragraph [11] of Article [95B].

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- B) The Transmission Capacity percentage of the proposed project which requires the signing of an Advanced Reservation of Transmission Capacity Agreement.
7. The Plan includes the Operator's estimation of the impact of the overall budget of the NNGS Development Projects, including the User Connection Projects without an Advanced Reservation of Transmission Capacity Agreement, on the Average Charge for Using NNGS, as against the benefits arising from the implementation of these projects in relation to the security of the country's supply with natural gas and the competition development in the national and regional Natural Gas market.
 8. Within one (1) month from the end of the public consultation, the Operator, taking into account the results of the public consultation, submits the Draft Development Plan to the RAE.
 9. Within two (2) months from the submission of the Draft Development Program, the RAE may propose to the Operator modifications of the Plan concerning in particular, the inclusion of a project to the Plan or the removal of a suggested project from the Plan or the fulfilment of specific conditions for the inclusion of a specific project to the Plan, taking into account:
 - A) The fulfilment of the criteria of paragraph [2].
 - B) The impact of the overall budget of the NNGS Development Projects, including the User Connection Projects without an Advanced Reservation of Transmission Capacity Agreement, Average Charge for Using NNGS, as against the benefits arising from the implementation of these projects in relation to the security of the country's supply with natural gas and the competition development in the national and regional Natural Gas market.
 - C) The conclusions of the public consultation. Which is carried out by RAE under the provisions of the Law.
 - D) The need to ensure the economic efficiency of specific proposed projects, through long-term capacity reservation for them.
 - E) The compatibility of the Draft Development Plan with the European development program and the regional investment plans in accordance with the provisions of part (b) of paragraph 3 of Article 8 and paragraph 1 of Article 12 of Regulation no. 715/2009.
 - F) Any opinions of the Agency for the Cooperation of Energy Regulators (ACER).
 - G) Any other information deemed essential.
 10. The Operator, after considering the observations of the RAE, prepares a final draft of the Development Plan and submits it for approval to the RAE. The RAE approves the Development Plan within one (1) month from the submission and is sent to the Agency for the Cooperation of Energy Regulators.
 11. The Development Plan is published in the Electronic Information System in Greek and in English, as well as on the website of the RAE.

Article 93

Monitoring of the Implementation of the NNGS Development Plan

7. The Operator is responsible for proceeding in any necessary action for the implementation of the Development Plan, in order to ensure the compliance with the relevant time-schedules and the budget of each project and the Plan, in general.
8. Every Year, along with the Draft Development Plan, the Operator submits to the RAE a detailed report on the follow up of the implementation of the current Development Plan, which includes comparative tables on the budget and the time-schedule of each project included in the Draft and in the current Development Plan. The Operator justifies the eventual deviations in the budget and implementation time-schedule of each project, evaluates their effects and documents the measures taken for treatment thereof, especially for the projects were there is:
 - A) Deviation of the current budgeted project costs in relation to the budgeted cost of the project listed in the approved Development Plan, by an amount that exceeds a minimum of twenty percent (20%) of the budget of the project included in the Development Plan or the amount of five million (5,000,000) Euros.
 - B) Deviation of the current project implementation schedule in relation to the project timetable included in the approved Development Plan, which results in exceeding the total implementation time by up to twenty percent (20%), based on whole months.
3. Under the responsibility of monitoring the implementation of the Development Program, the RAE may request from the Operator, within reasonable time, any relevant information related to the progress of the implementation of the Plan or specific projects included in it, and in particular in relation to their implementation time-schedule and their budget.

Article 94

Non-scheduled Revision of the NNGS Development Plan

9. Subject to paragraph [5], the Operator may request a non-scheduled revision of the current Development Plan, if it finds a need for new projects which are not included in the Development Plan and the implementation of which is required before the approval of the next Development Plan due to exceptional circumstances, particularly congestion, increased demand and unforeseen situations in the interconnections or due fulfillment of the requirements referred to in paragraph [11] of Article [95B].
10. For the extraordinary review of the Development Plan the Operator shall submit to RAE request.
11. The application shall be accompanied, for each new project, by the information provided in paragraph [5] of Article [92] and complete documentation of the need

for the integration of new projects to the Development Program before submitting the next Development Plan Program.

12. For the assessment and approval of the revised Development Plan, there is implementation of the procedure provisioned in paragraphs [9] to [11] of article [92].
13. The Operator may implement NNGS Development Projects or User Connection Projects which fall into the category of Small Projects and are not included in the Development Plan, without the extraordinary review of the Plan, provided the project is included in the List of Small Projects according to Article [95] and since the budgeted cost of the total of Small Projects included in the List of Small Projects and not integrated into a Development Plan, including the intended for integration project, will not exceed the amount of twenty million (20,000,000) €.

Article 95

List of Small Projects

1. The Operator shall establish and maintain a list of Small Projects, which includes:
 - A) Small projects which have been included in the Development Plan.
 - B) Small Projects which fall under paragraph [5] of Article [94].
2. The List of Small Projects is published in the Electronic Information System. The list includes the technical features, the implementation time-schedule and budgeted cost of each project.
3. The List of Small Projects is updated by the Operator:
 - A) With the addition of a project, within five (5) days from the date of the Operator's decision, in the case of a NNGS Development Project, or from the date of acceptance of the Capacity Expansion Proposal, under paragraph [12] of Article [95B], or
 - B) With the removal of a project within (5) days from the initiation of the commercial operation of the project.
4. The Operator must undertake all necessary actions to implement the projects listed in the List of Small Projects in order to ensure compliance of the relevant time-schedules and the budget of each project. In the report monitoring the implementation of the Development Program, under Article [93], there is a separate section on monitoring the implementation of the List of Small Projects.

Article 95^A

Submission and Content of the Application for Advanced Reservation of Transmission Capacity

1. The right to apply for Reservation of Transmission Capacity which will be available in the future is booked for those registered in the NNGS User Registry, under Article 72 of the Law.
2. The application shall be submitted in writing to the Operator in accordance with a Standard Application for Advanced Reservation of Transmission Capacity (Application for Advanced Reservation of Transmission Capacity), which is prepared by the Operator and published in editable form in the Electronic Information System, within thirty (30) days after the date of entry into force of the present.
3. The Application for Advanced Reservation of Transmission Capacity specifies at least:
 - A) The Entry Points to which the applicant intends to deliver Natural Gas to be injected to the Transmission System and for each Entry Point, the elements of case A) of paragraph [5] article [8].
 - B) The Exit Points from which the applicant intends to receive Natural Gas from the Transmission System and, for each Exit Point, the details of case B) of paragraph [5] article [8].
 - C) The Transmission Capacity that the applicant wishes to reserve in accordance with the rules for booking Transmission Capacity in Article [10].
 - D) The desired starting date for the provision of Transmission Services and the desired duration of the provision.
 - E) A technical description of the Natural Gas Reception Facility or the Connected System in which the Natural Gas from the Transmission System is injected or from which the Natural Gas is injected to the Transmission System and the estimated annual Natural Gas Quantity to be received from the Reception Facility or the Connected System or to be delivered to the Transmission System. In case of future Natural Gas Reception Facility or future Connected System, the application is accompanied, apart from the above, with a time-schedule of the authorization and construction process of the project, an estimated date of the commercial operation thereof, any granted authorization or authorization application which has been submitted in relation to said Natural Gas Reception Facility or said Connected System and any related agreements.
 - F) Data on the commitment by the applicant for sufficient capacity to a Connected Systems upstream and downstream of the Transmission System and, if the necessary capacity of the upstream or downstream Connected System is not available at the time of application, the estimated by the applicant time-schedule of this development by the Operator of the Connected System, as well as any requirements for such actions and agreements.

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4. The Entry and Exit Points of cases A) and B) of the preceding paragraph may include:
 - A) Existing, at the time of the Application for Advanced Reservation of Transmission Capacity, Points of Entry or Exit NNGTS.
 - B) Entry and Exit Points of the NNGTS which, at the time of the Application Advanced Reservation of Transmission Capacity, are part of Planned Project.
 - C) New Entry and Exit Points of the NNGTS that are proposed by the applicant to make the provision of the requested Transmission Services feasible.
 5. If the Application for Advanced Reservation of Transmission Capacity relates solely to the service of a new Natural Gas Reception Facility or the capacity modification of an existing Natural Gas Reception Facility in Greek territory, the applicant does not need to submit the data of case A) and case F) of paragraph [3] and may determine the Delivery Transmission Capacity he wishes to reserve, without specifying the Entry Points of the Transmission System in which it intends to deliver Natural Gas to be injected in the Transmission System.
 14. For the examination of the Application for Advanced Reservation of Transmission Capacity, payment of an Application for Advanced Reservation of Transmission Capacity Fee to the Operator is required, which is calculated by multiplying the Transmission Capacity that the applicant wishes to reserve, as stated in his application, by the Application for Advanced Reservation of Transmission Capacity Unitary Fee, with a minimum amount of fifteen thousand Euros (15,000 €) and a maximum amount of one hundred fifty thousand Euros (150,000 €).
 15. The Application for Advanced Reservation of Transmission Capacity Unitary Fee is set at one (1) €/MWh/Day). After the completion of the next Year following the Year of implementation of the present, the Application for Advanced Reservation of Transmission Capacity Unitary Fee is determined by the Operator after approval by the RAE, in accordance with the provision of paragraph 5 of Article 69 of the Law, three (3) months before the beginning of every second Year.
 16. The Application for Advanced Reservation of Transmission Capacity is accompanied by proof of payment of the Application for Advanced Reservation of Transmission Capacity Fee. Details concerning the payment methods are set by the Operator and are published in the Electronic Information System.
 17. The proceeds from the Application for Advanced Reservation of Transmission Capacity Fee are considered income of the Basic Transmission Activity and are credited to the respective account kept by the Operator.
 18. In assessing the applications, the Operator shall keep the chronological order of their submission priority. Within fifteen (15) working days from the submission date of the Application for Advanced Reservation of Transmission Capacity, the Operator shall ask the applicant to complete the Application in case there is data missing, setting a deadline for their submission, which may not be less than fifteen (15) working days. If within the period of fifteen (15) working days from the submission date of the Application for Advanced Reservation of Transmission

Capacity, the Operator is not asked to provide additional information, the application is formally considered complete. If further data or information is requested, the application is formally considered complete from the date of the submission of the additional information or clarifications to the Operator.

11. The Operator rejects in writing the Application for Advanced Reservation of Transmission Capacity, without further assessment, in case the presentation of additional data does not take place within the deadline, or if the total amount of data requested by the Operator is not submitted or if, after the presentation of the relevant data from the applicant, it becomes evident that the regulations of reservation of Transmission Capacity in Article [10] are not followed. In this case, the Operator shall return to the applicant the Application for Advanced Reservation of Transmission Capacity Fee which has been paid.
12. Within fifteen (15) working days from the date on which the Application was formally considered complete, the Operator determines if the Application for Advanced Reservation of Transmission Capacity concerns:
 - A) Unplanned Project, and shall evaluate the application in accordance with the provisions of article [95B].
 - B) Planned Project, and shall evaluate the application in accordance with the provisions of Article [95c].

Article 95^B

Assessment of the Application for Advanced Reservation of Transmission Capacity in an Unplanned Project

1. If, within the period prescribed in paragraph [12] of Article [95A], the Operator judges that the Request for Advanced Reservation of Transmission Capacity refers to an Unplanned Project, it shall inform the applicant in writing and publish in the Electronic Information a summary of the Application for Advanced Reservation of Transmission Capacity in Greek and in English, subject to commercially sensitive information of the application, inviting every interested party who has a legal interest to submit his views in writing, as well any interested party to submit an Application for Advanced Reservation of Transmission Capacity related to the under assessment Application, within a period of two (2) months (Deadline for Expression of Interest).
2. The Operator shall decide on the Application for Advanced Reservation of Transmission Capacity within six (6) months from the closing date of the Deadline of Expression of Interest.
3. In assessing the Application for Advanced Reservation of Transmission Capacity , the Operator shall undertake a study (New Project Assessment Study) for the preliminary assessment of the technical and financial feasibility of the implementation of the necessary actions by the Operator to satisfy the investment request.

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4. For the preparation of the New Project Assessment Study, the Operator shall take into account, inter alia, the following:
 - A) The provisions of paragraph [2] of Article [92].
 - B) The most recent NNGS Development Study and Development Program.
 - C) Third party opinions submitted under paragraph [1].
 - D) Applications of Advanced Reservation of Transmission Capacity submitted within the deadline specified in paragraph [1] and can be served with, as closest as possible with the examined Application, development projects, aid or interconnection of the NNGS.
 - E) The methodology and the assessment criteria, as defined in the Tariff Regulation, of the economic efficiency of projects which are required to satisfy the request.
 5. The Operator is entitled to request in writing any explanatory evidence for the submitted data of the Application it deems necessary, setting a reasonable deadline for their presentation, which can not be less than thirty (30) days. If the evidence is not submitted with said period, the Operator is entitled to reject the Application. The decision of the Operator to reject the application is communicated to the RAE.
 6. If the Application for Advanced Reservation of Transmission Capacity refers to the import of Natural Gas from an upstream Connected System and/or the export to a downstream Connected System, the Operator works with the Operators of the upstream and/or downstream Connected Systems to which the Application for Advanced Reservation of Transmission Capacity relates to.
 7. The New Project Assessment Study includes the following:
 - A) Technical assessment of the Application for Advanced Reservation of Transmission Capacity which mainly includes the identification of development, aid or NNGS interconnection projects which are required to satisfy the request, assessment of the technical feasibility of such projects and the possibility of getting the authorization required by the legislation, taking into account the specific characteristics of the projects regarding the estimated environmental impact of their implementation and the safety of their facilities.
 - B) The estimated time-schedule of the authorization and construction process of these projects, if their implementation is assessed as technically feasible.
 - C) The financial assessment of the Application for Advanced Reservation of Transmission Capacity which mainly includes the identification and documentation of the budgeted cost of the required works and the assessment of their financial efficiency, according to the methodology and the criteria set out in the Tariff Regulation.
 - D) In the case of an Application for Advanced Reservation of Transmission Capacity for the import of Natural Gas from an upstream Connected System and/or the export to a downstream Connected System, an assessment of the Operator for

the need to conclude any additional agreements with the authorities of the countries or their respective Operators of upstream and/or downstream Connected Systems.

8. In the New Project Assessment Study, the Operator may:

- A) Review and evaluate the feasibility of the implementation of additional projects to the projects required to satisfy the Application for Advanced Reservation of Transmission Capacity or the re-dimensioning of projects needed to satisfy the request, taking into account the provisions of paragraph [2] of Article [92], the estimations on the increase in demand for Natural Gas in accordance with the NNGS Development Study and the need to meet the development objective of the regional Natural Gas market. The Operator shall assess, in particular, the cases of gradual increase in future Delivery Transmission Capacity or Reception in Entry or Exit Point, as well as the increase in Transmission Capacity in parts of the NNGTS and estimate the time-schedule of the implementation of these projects.
- B) Examine alternative designs in relation to the provision method for the requested Transmission Services, in ways that allow the technical or financial feasibility of the necessary projects, in particular by changing the proposed by the applicant position of the new Entry or Exit Point or choosing an alternative route for the new pipeline or pipeline system, where to meet the request of the person concerned the development of such infrastructure is required, or making changes to the dimensioning of the new infrastructure or to the Delivery or Reception Transmission Capacity which the interested party is requesting to reserve or deferring the start date for the provision of Transmission Services to the applicant.

9. The Operator, taking into account the results of the New Project Assessment Study and subject to paragraph [13], may:

- A) Accept the Application of Advanced Reservation of Transmission Capacity, subject to prior inclusion to the Development Plan or the List of Small Projects of the relevant NNGS expansion, aid or interconnection projects, as described in the corresponding New Project Assessment Study and the conclusion of related agreements, in accordance with paragraphs [11] or [12]. The Operator shall notify the applicant in writing, communicating the decision to the RAE, about the acceptance of the application and the planning of the next steps and in particular the estimated time for the integration of the necessary projects in the Development Program or the List of Small Projects, attaching the relevant New Project Assessment Study.
- B) Accept the Application for Advanced Reservation of Transmission Capacity under conditions, concerning an alternative design related to the provision methods of the requested Transmission Services, in order for the project to become technically or financially feasible as provided in case B) of paragraph [8] which implies either the implementation of a project of a larger scale than the project needed to satisfy the request or the amendment of the Application for Advanced Reservation of Transmission Capacity and especially the timetable

for completion of the required projects. In this case, the Operator shall notify the applicant in writing, with a copy to the RAE, attaching the relevant New Project Assessment Study and setting a deadline of at least thirty (30) days for the acceptance by the applicant of the conditions of acceptance of his application in writing. In the New Project Assessment Study there is full documentation, based on technical and financial criteria, of all the alterations proposed by the Operator in connection with the Application. In addition to the requirements listed in the New Project Assessment Study, the acceptance of the application is subject to prior inclusion of the NNGS expansion, aid or interconnection projects to the Development Plan or the List of Small Projects, as described in the corresponding New Project Assessment Study and the conclusion of the related agreements in accordance with the relevant paragraphs [11] or [12].

- C) Reject the application for Advanced Reservation of Transmission Capacity , provided that the technical or financial feasibility of the implementation of the required projects is not documented, or if the acceptance period has expired without action on the part of the applicant's acceptance of the conditions of his Application in accordance with subparagraph B) above. The Operator shall notify the applicant in writing, attaching the relevant New Project Assessment Study. The reasons for rejection of the application are documented in the New Project Assessment Study. The decision to reject the application accompanied by the relevant New Project Assessment Study is communicated to the RAE.
10. Within thirty (30) working days of the acceptance of the Application, the Operator shall prepare a Capacity Expansion Proposal which includes the Application for Advanced Reservation of Transmission Capacity , any alterations of the Application which have been accepted by the applicant in accordance to the procedure referred to in case B) of paragraph [9] above, a summary of the views of the interested parties submitted during the procedure in paragraph [1] and the relevant New Project Assessment Study. The Capacity Expansion Proposal is submitted to the RAE.
11. If the Capacity Expansion Proposal refers to a Major Project:
- A) The Operator is obliged to include the relevant project in the next Draft Development Plan. The Operator may request an extraordinary revision of the Development Plan according to article [94], provided that the New Project Assessment Study offers documentation that the inclusion of the projects in the Development Plan in accordance with the procedure referred to in Article [92], makes it impossible to provide Transmission Services to the applicant in accordance with the timetable the Capacity Expansion Proposal.
- B) Within fifteen (15) working days from the approval of the Development Plan or its extraordinary review, the Operator requests in writing the presence of each User whose Application for Advanced Reservation of Transmission Capacity is included in the Capacity Expansion Proposal within sixty (60) days of the Operator's request, in order to conclude a Advanced Reservation of Transmission Capacity Agreement with the Operator, as defined in Article [95d]. If the User does not arrive within the time limit set by the Operator for the conclusion of a

Advanced Reservation of Transmission Capacity Agreement, the Operator rejects in writing the User's Application for Advanced Reservation of Transmission Capacity. The decision of the Operator to reject the application is communicated to the RAE.

12. If the Capacity Expansion Proposal refers to a Small Project:

A) The Operator is required to include this project in the List of Small Projects, according to the procedure of Article [95].

B) Within fifteen (15) working days from the inclusion of the project to the List, the Operator requests in writing the presence of the User whose Application for Advanced Reservation of Transmission Capacity is included in the Capacity Expansion Proposal within sixty (60) days of the Operator's request, in order to conclude a Connection Agreement with the Operator, as defined in Article [95E]. If THE User does not arrive within the time limit set by the Operator for the conclusion of the Connection Agreement, the Operator rejects in writing the User's Application for Advanced Reservation of Transmission Capacity . The decision of the Operator to reject the application is communicated to the RAE.

13. If within the Deadline for Expression of Interest new Applications for Advanced Reservation of Transmission Capacity are submitted, the following applies:

A) After the closing date of the Deadline for Expression of Interest, the Operator shall consider the formal completeness of each Application, in accordance with paragraphs [10] and [11] Article [95A].

B) The Operator shall prepare a single New Project Development Study considering all the Applications for Advanced Reservation of Transmission Capacity which is formally complete. In this case, the assessment deadline referred to in paragraph [2] may be extended by the Operator by three (3) months, after written notification of the applicants.

C) If the New Project Assessment Study demonstrates that for the satisfaction of the Applications the implementation of projects falling into the category of Major Projects is required, the Operator must proceed in investigating the feasibility of conducting an Open Procedure for Reservation of Advanced Reservation of Transmission Capacity in accordance with the provisions of Article [95g]. If the Operator decides to conduct the Open Procedure for Reservation of Advanced Reservation of Transmission Capacity, paragraphs [9] to [12] above do not apply, for all the Applications for Advanced Reservation of Transmission Capacity referred to in the New Project Assessment Study. In case of cancellation or interruption of the Open Procedure for Reservation of Capacity, the Operator continues to assess all the Applications in accordance with the provisions of paragraphs [9] to [12] above. If the Operator accepts the Applications, the Capacity Expansion Proposal, in accordance to paragraph [10] refers to all the Applications for Advanced Reservation of Transmission Capacity which were accepted by the Operator.

14. If new Applications for Advanced Reservation of Transmission Capacity are submitted outside the Deadline for Expression of Interest, the Operator is entitled:

A) To reject the application, or

B) At the written consent of the applicant, to assess the Application as an Application for Advanced Reservation of Transmission Capacity in a Planned Project, in accordance with the procedure laid down in Article 95c after the Project's inclusion to the Development Program.

Article 95C

Assessment of an Application for Advanced Reservation of Transmission Capacity in a Planned Project

1. The Operator shall decide on the Application within fifteen (15) working days from the date on which the application is considered formally complete, in accordance to paragraph [10] of Article [95A].
2. Where the date on which the application was formally complete precedes the final date for the conclusion of contracts according to case B) of paragraph [11] or case B) of paragraph [12] of Article [95B] or paragraph [7] for the Planned Project to which the application relates, the Operator suspends the Assessment of the Application until the end of that period.
3. The Operator shall reject the Application in writing if there are grounds for refusal of access in accordance to the provisions of paragraph [4], subject to paragraph [5]. The rejection of the Application is fully documented by the Operator, and is made known to the applicant together with any documents and evidence and is communicated to the RAE.
4. Refusal of access is allowed if:
 - A) The Acceptance of the Application for Advanced Reservation of Transmission Capacity prevents the Operator from fulfilling the public service obligations assigned to it.
 - B) There are grounds and the process has been followed according to the provision of Article 68, paragraph 2, case a), fifth paragraph of the Law.
 - C) The total Transmission Capacity which will be available for reservation by the Users after the completion of the Planned Project is insufficient to meet the request, taking into account the Transmission Capacity that has already been booked through the Reservation for Advanced Reservation of Transmission Capacity Agreement, the Connection Agreements and Transmission Agreements which have already been signed for the Planned Project according to the procedure specified in paragraphs [11] or [12] Article [95B] or paragraph [7], which are in force.
 - D) The Maximum Hourly Delivery or Reception Quantity of Natural Gas at the Entry or Exit Points, respectively, as specified in the Application for Advanced

Reservation of Transmission Capacity , is unable to satisfy the request in relation to the maximum allowable Supply after the completion of the Planned Project, taking into account the Reservation of Advanced Reservation of Transmission Capacity Agreements, the Connection Agreements and the Transmission Agreements signed in accordance with the procedure specified in paragraphs [11] or [12] Article [95B] or paragraph [7], which are in force.

- E) The requested maximum or minimum delivery pressure of Natural Gas in an Entry Point or reception pressure for Natural Gas from an Exit Point is not in accordance with the Conditions of Delivery and Acceptance of Natural Gas, as defined under Articles [30] and [35] of the Code or if these are not available at the time of the submission of the Application for Advanced Reservation of Transmission Capacity , with those provided in the technical characteristics of the Planned Project.
 - F) In the absence of a connection between the Natural Gas Reception Facility or the Connected System of the applicant and the Planned Project, where to connect the Natural Gas Reception Facility or the Connected System a project is required, which according to the Operator's assessment, falls under the Major Project category.
5. Where refusal of access is appropriate as specified in paragraph [4], the Operator may, upon written consent of the applicant:
- A) Evaluate the Application in accordance to the procedure specified in Article [95B], as regards to an Unplanned Project, or
 - B) Keep the Application pending and if at a later time there is offer of Transmission Capacity on the Planned Project which, in whole or in part, covers the needs of the applicant, it will invite the applicant to conclude an Agreement for Advanced Reservation of Transmission Capacity, in order of priority.
6. On acceptance of the Application, the Operator requests the presence of the applicant in writing within sixty (60) days from the Operator's request in order to come to the conclusion of:
- A) An Advanced Reservation of Transmission Capacity Agreement, provided that the construction of the Planned Project relating to the Application for Advanced Reservation of Transmission Capacity has not started.
 - B) A Connection Agreement, where the construction of the Planned Project relating to the Application for Advanced Reservation of Transmission Capacity is underway or if the construction of the Planned Project has not started, but the Planned Project is a Small Project.
7. In the case of projects which at the time of the implementation of the present are Planned Projects for which Application for Advanced Reservation of Transmission Capacity have been submitted by Users in accordance to Article [111], the following shall apply:
- A) Within thirty (30) days from the publication of the Standard Application for Advanced Reservation of Transmission Capacity, the above-mentioned users

must update the above-mentioned applications, providing the Operator with any additional detail requested in the Standard Application, as well as the Application for Advanced Reservation of Transmission Capacity Fee. Specifically for an Application for Advanced Reservation of Transmission Capacity at an Entry Point, the Users are obliged to provide the Operator with the available details in relation to the existence of preliminary bookings or other data for the implementation of the provision of Natural Gas and access to the upstream Natural Gas Transmission System before the Entry Point

B) The Operator shall assess the formal completeness of the applications according to the provisions of paragraphs [10] and [11] of article [95A], according to the order of priority in Article [111].

C) Within thirty (30) days from the date on which the application is considered formally complete and the date of the conclusion of the Standard Future Agreement, the Operator calls in writing the above-mentioned Users, according to the order of priority in Article [111], unless paragraph (E) below applies to them so that within sixty (60) days from the request of their presence by the Operator, they will come to the conclusion of an Advanced Reservation of Transmission Capacity Agreement, as defined in Article [95d].

D) If the User is not present for the conclusion of an Advanced Reservation of Transmission Capacity Agreement within the above-mentioned deadline, the Operator calls any subsequent applicant User, according to the order of priority specified in Article [111].

Article 95D

Advanced Reservation of Capacity Agreement (ARCA)

1. The Advanced Reservation of Capacity Agreement (Advanced Reservation of Capacity Agreement) is concluded, upon written invitation by the Operator, between the Operator and, where appropriate:
 - A) The User, whose Application for Advanced Reservation of Transmission Capacity was accepted by the Operator and the service of said Application requires the implementation of a Major Project, after the inclusion of the project in the Development Plan, in accordance to paragraph [11] of Article [95B].
 - B) The User, who falls under the case A) of paragraph [6] or paragraph [7] Article [95c].
 - C) The Successful Participant of the Open Procedure, after the inclusion of the project in the Development Plan.
2. The Advanced Reservation of Capacity Agreement shall be in writing, in accordance with the standard agreement issued as specified under a) paragraph 2 of Article 68 and the fourth and fifth subparagraph of paragraph 1 of Article 71 of the Law (Standard Advanced Reservation of Capacity Agreement).
3. The purpose of the Advanced Reservation of Capacity Agreement is:

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- A) The reservation, in favour of the User, of Transmission capacity which will be available in the future in the Transmission System for the time period and the size specified in the Application for Advanced Reservation of Transmission Capacity of the User or in accordance with the Open Procedure Capacity which has been allotted to him, under the specific conditions defined in the Advanced Reservation of Capacity Agreement.
- B) The Operator's obligation to take all the necessary actions and particularly to perform the necessary studies and adopt or submit an application for any authorization provided for in the existing legislation for the start of the construction of projects needed to satisfy the request of the User, in order to allow the conclusion of a Connection Agreement with the User, within the period specified in the Advanced Reservation of Capacity Agreement in the most efficient manner. In any case, the completion of the authorization procedure of the Connection Project remains the responsibility of the Operator
- C).The obligation of the user to provide reasonable assurance to the Operator in each case, in order for the latter to complete the above under B) reported events.
4. The Advanced Reservation of Capacity Agreement ends with the conclusion of a Connection Agreement between the counterparties.
5. The Advanced Reservation of Capacity Agreement specifies at least:
- A) Subject to the case of paragraph [5] Article [95A], the Entry Points in which the User has the right to deliver Natural Gas to the Operator for injection to the Transmission System and for each Entry Point to which the Agreement relates:
- (i) The requested Delivery Transmission Capacity.
 - (ii) The requested Maximum Hourly Delivery Quantity.
 - (iii) The minimum and maximum Natural Gas delivery pressure.
- B) The Exit Points from which the User is entitled to receive Natural Gas from the Transmission System and for each Exit Point relating to the Agreement:
- (i) The requested Reception Transmission Capacity.
 - (ii) The requested Maximum Hourly Reception Quantity.
 - (iii) The minimum and maximum Natural Gas reception pressure.
- C)
- The requested start date of the provision of Transmission Services to the User,
- D) The requested time to provide these services.
- E) The estimated by the Operator completion date for the required projects for the provision of Transmission Services, which is adjusted before the conclusion of the Connection Agreement, in accordance to case I), and the budgeted cost for these projects.
- F) The actions required to be taken by the Operator in case B) of paragraph [3] and the time period from the conclusion of the Advanced Reservation of Capacity

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- Agreement to the completion of such actions by the Operator (Reference Period), which cannot exceed eighteen (18) months from the end of the month of the conclusion of the Advanced Reservation of Capacity Agreement.
- G) The Operator's obligation to inform in writing the other party on the development of the studies and the progress of the authorization process, at least every three (3) months from the conclusion of the Advanced Reservation of Capacity Agreement.
- H) The possibility of an extension of the Reference Period by the Operator for reasons related to the collection of the required permits, who evade the Operator's realm, under the condition of written notification of other party no later than three (3) months before the expiry of the Reference Period.
- I) The contractual liability of the parties involved, the securities deposited by the User for the performance of the Advanced Reservation of Capacity Agreement and the conditions that should be met by the User for the conclusion of a Connection Agreement (Contractual Connection Conditions), which consist, in particular, of:
- (i) The presentation of elements to the Operator by the User that establish the assurance of supply and the transmission of the Natural Gas Quantity in logical consequence to the amount and the time period of the requested Transmission Capacity, and especially documents of intent of relevant collaboration, preliminary agreements or final agreements excluding data on the price of the supply and transport of Natural Gas.
 - (ii) The reception or submission of an application for administration of the required by applicable legislation permits and approvals for the Reception Facility or the Connected System downstream of the Exit Point or upstream the Entry Point which has been nominated by the User in his Application, if it concerns future Natural Gas Reception Facility or future Connected System, for the completion of the construction of the Facility or the Connected System in logical consequence to the time of completion of the Connection Project which is the subject of the Connection Agreement. In any case, the completion of the authorization process remains the responsibility of the User.
 - (iii) The completion of the actions described in the case F) by the Operator.
- J) The obligation of the Operator, within ten (10) working days from the closing date of the Reference Period or any extension thereof in the case of H), to request the presence of the User in writing for the conclusion of a Connection Agreement within four (4) months, communicating to the user the new estimated completion date for the required for the provision of Transmission Services projects, as well as the automatic dissolution of the Agreement and the release of the booked Advanced Reservation of Transmission Capacity, if the User does not appear for the conclusion of the Connection Agreement within that period and, in this case, the obligation of the User to pay the sum of the security lodged.

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- K) The User's ability to terminate the Advanced Reservation of Capacity Agreement:
- (i) If the Reference Period is extended by the Operator for up to six (6) months, paying part of the security lodged.
 - (ii) If the Reference Period is extended by the Operator for a period exceeding six (6) months, without forfeiture of the security lodged.
 - (iii) If the Operator, before the conclusion of the Connection Agreement, postpones the estimated, according to case E), completion date of the required for the provision of the Transmission Services projects within a period of six (6) to twelve (12) months, paying half of the security lodged.
 - (iv) If the Operator, before the conclusion of the Connection Agreement, postpones the estimated, according to case E), completion date required for the provision of the Transmission Services projects over a period of more than twelve (12) months, without forfeiture of the security lodged.
- L) The User's ability to reduce Advanced Reservation of Transmission Capacity it wishes to reserve through the Connection Agreement in relation to the Advanced Reservation of Transmission Capacity booked in the Advanced Reservation of Capacity Agreement, upon submission of written request to the Operator by the deadline for the conclusion of the Connection Agreement in case I), provided that the change does not exceed ten percent (10%) of the Advanced Reservation of Transmission Capacity booked by the Advanced Reservation of Capacity Agreement and that, due to the change, the financial efficiency of the project is not disrupted, taking into account any requests by other Users who have concluded Advanced Reservation of Capacity Agreements for the same Connection Project.
- M) The ability of the User to indicate to the Operator one or several other Users who will conclude one or several Connection Agreements instead of him, for all or part of the booked for the User Transmission Capacity under the following conditions:
- (i) With the Connection Agreements concluded by other Users, and the Connection Agreement that may be concluded by the User, the entire Transmission Capacity is booked for the entire period specified in the Advanced Reservation of Capacity Agreement, without prejudice to the case L), and
 - (ii) The User provides the Operator guarantees to fulfil the obligations of the User under the Advanced Reservation of Capacity Agreement, on the part of other Users.
- N) The ability of the User to be replaced entirely or in part for all its rights and obligations which result from the Advanced Reservation of Capacity Agreement
- O) The cases of Force Majeure, termination of the agreement and the dispute resolution procedure that may arise during the implementation of the terms of the Agreement.

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- P) The procedure for amending the Agreement and adaptation of its conditions in case of change in the regulatory framework for the organization of the natural gas market.
6. The securities deposited by the User at the conclusion of the Advanced Reservation of Capacity Agreement, reflect the estimated cost of the Operator to perform all the actions specified in the Advanced Reservation of Capacity Agreement. In case of simultaneous or subsequent conclusion of Advanced Reservation of Capacity Agreements, for the same project, with several users and in the case of paragraph [7], the security required by each User is calculated or adjusted, respectively, in proportion to the Transmission Capacity booked for each User in the project.
 7. If several, Advanced Reservation of Capacity Agreements have been concluded for the same Connection Project, in case of termination of the Advanced Reservation of Capacity Agreement by one or several Users, the Operator shall inform the counterparties Users and announce in the Electronic Information System the offer of the corresponding Advanced Reservation of Transmission Capacity to be booked by other Users. If within two (2) months from the date of the announcement of the Operator, said Advanced Reservation of Transmission Capacity is not booked by other Users, the Operator re-evaluates the cost effectiveness of the project based on the booked Advanced Reservation of Transmission Capacity of other Advanced Reservation of Capacity Agreements remaining into force. If the Project becomes financially ineffective, the Operator shall redefine the technical characteristics, the time-schedule and the implementation budget of the Connection Project in order for the project to become financially efficient again and submit in writing to its counterparties Users a relevant amendment proposal for their Agreements. If the proposal of the Operator is accepted by the Users whose booked Advanced Reservation of Transmission Capacity ensures the financial efficiency of the Project, the Operator shall amend the Advanced Reservation of Capacity Agreement of those Users, adjusting the amount of the relevant securities. In this case, the Advanced Reservation of Capacity Agreements of Users who do not accept the Operator's proposal expire automatically, without forfeiture of the security lodged by the Users. If the booked Advanced Reservation of Transmission Capacity of the Users who accepted the proposal of the Operator does not guarantee the financial effectiveness of the Project, all Advanced Reservation of Capacity Agreements expire automatically, without forfeiture of the security lodged by the Users.
 8. In the event of termination or automatic termination of the Advanced Reservation of Capacity Agreement, the booked Advanced Reservation of Transmission Capacity is directly available for reservation from other Users. The Operator shall publish in the Electronic Information System each case where Advanced Reservation of Transmission Capacity remains free for reservation by Users, including the case of Advanced Reservation of Transmission Capacity which remains free for reservation by applying the provision of case L) of paragraph [5].
 9. If within twenty four (24) months from the time of the automatic termination of the Advanced Reservation of Capacity Agreement, as defined in case I) of paragraph

[5], or the termination of the Agreement by the User, as specified in case K) of paragraph [5], a third User concludes a Advanced Reservation of Capacity Agreement or a Connection Agreement with the Operator for entire or part of the Connection Project which was the subject of the Advanced Reservation of Capacity Agreement concluded with the first User, the Operator returns to the first User without interest all or part of the amount paid, in proportion to the Transmission Capacity booked in the Connection Project by the third User to the Transmission Capacity booked by the first User and up to the amount paid by the first User.

10. The Operator shall publish in the Electronic Information System the document of the Standard Advanced Reservation of Capacity Agreement, including the annexes thereto, in editable format.

Article 95E

Connection Agreement

1. The Connection Agreement is concluded, upon relevant written invitation by the Operator, between the Operator and, where appropriate:
 - A) The User with which the Operator has already concluded an Advanced Reservation of Capacity Agreement, provided that by the deadline specified in the Advanced Reservation of Capacity Agreement the Contractual Connection Conditions have been fulfilled in accordance with the provisions of Article [95d].
 - B) The User whose Application for Advanced Reservation of Transmission Capacity has been accepted by the Operator, and said Application requires the implementation of a Small Project, after the inclusion of the project in the List of Small Projects in paragraph [12] of Article [95B].
 - C) The User whose Application for Advanced Reservation of Transmission Capacity relates to the Planned Project and falls under the case B) of paragraph [6] Article [95c].
2. The Connection Agreement shall be in writing.
3. The Connection Agreement shall become effective on its conclusion and until the expiry of the period of the provision of Transmission Services to the User, subject to paragraph [9].
4. The purpose of the Connection Agreement is, subject to paragraph [9]:
 - A) The reservation, in favour of the User, of Transmission Capacity which will be available in the future in the Transmission System, for the time period and in the amount specified in the Application for Advanced Reservation of Transmission Capacity of the User or the relevant Advanced Reservation of Capacity Agreement or in accordance with the provision of case L) of paragraph [5] Article [95d], if applicable, under the specific terms specified in the Connection Agreement.
 - B) The Operator's obligation to complete at its own expense the authorization process and all the required projects for the provision of the Transmission Services

(Connection Project) within the period specified in the Advanced Reservation of Capacity Agreement, according to case I) paragraph [5] Article [95d], in order for the provision Transmission Services to the User to be possible at the end of this period and the obligation to pay the User compensation for exceeding that period, by more than six (6) months, subject to the occurrence of Force Majeure events.

C) The obligation of the User to conclude, within a specified period from the date of completion of the Connection Project, a Transmission Agreement up to the amount of Transmission Capacity and for the time specified in the Application for Advanced Reservation of Transmission Capacity which has been accepted by the Operator or in a Advanced Reservation of Capacity Agreement, as appropriate, and the compensation which shall be paid by the User to the Operator in the case of termination of the Connection Agreement by the User or if he is not present for the conclusion of a Transmission Agreement.

5. The Connection Agreement specifies at least, subject to paragraph [9]:
- A) The budgeted cost of the Connection Project, part of the estimated cost, including construction period interest and excluding any grant, which will be recovered through charges for the reservation of Transmission Capacity by the User in the Transmission System in accordance with the NNGS Usage Tariff and the Transmission Agreement, as well as any part of the budgeted cost to be paid one-off by the User in accordance with paragraph [9].
 - B) The date of the completion of the Connection Project in order to enable the provision of Transmission Services to the User, and the deadline for the conclusion of the relevant Transmission Agreement or Transmission Agreement, provided that the provision of case F) is applicable, which can not end on a date later than date on which the deadline under case C) expires.
 - C) The penalties forfeited in favour of the User in the event of exceeding the completion date of the Connection Project beyond six (6) months, for each month exceeded.
 - D) The amount of compensation which the User is required to pay to the Operator in the following cases:
 - (i) If the User terminates the Connection Agreement within the time period from the conclusion of the Connection Agreement to the completion of the construction of the Connection Project (Connection Project Construction Period).
 - (ii) If the User terminates the Connection Agreement within the time period during which the Transmission Agreement is valid (Connection Project Operation Period).
 - E) The securities that shall be deposited by the User for the proper implementation of the Connection Agreement.
 - F) The ability of the User to indicate to the Operator one or several other Users who will enter into one or several Transmission Agreements in his place, for all or part of the booked for the User Transmission Capacity under the following conditions:

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- (i) With the Transmission Agreements concluded by other Users, and the Transmission Agreement possibly concluded by the User, the entire Transmission Capacity for the entire period specified in the Connection Agreement is booked, according to the provision of case C) of paragraph [4], and
 - (ii) The User provides the Operator with securities to fulfil the obligations of the User under the Connection Agreement, on the part of third Users.
 - G) The User's ability to be substituted entirely or partially regarding the rights and obligations arising from the Connection Agreement.
 - H) The Operator's obligation to inform in writing its counterparties about the progress of the construction and the out-turn costs of the project and to communicate to the User the respective documents at least every three (3) months or at the end of each agreement concluded by Operator with third parties related to the project.
 - I) The cases of Force Majeure, termination of the contract and the dispute resolution procedure that may arise during the implementation of the Agreement.
 - J) The procedure for amending the Agreement and adaptation of its conditions in case of change in the regulatory framework for the organization of the natural gas market.
6. Within three (3) months from the entry into force of the present, the Operator, following public consultation, submits for approval to the RAE in accordance with the provision of paragraph 5 of Article 69 of the Law:
- A) The methodology for determining the securities that the User is required to deposit at the conclusion of the Connection Agreement, according to the budget of the Connection Project.
 - B) The methodology for setting the penalties forfeited to the User as defined in the case [C] paragraph [5].
 - C) The methodology to determine the securities that the User is required to deposit, if the provision of f) of paragraph [5] is applicable.
 - D) The methodology to determine the compensation paid by the User to the Operator in the event of termination of the Connection Agreement by the User as defined in case (i) of subsection [D] paragraph [5], which covers the costs associated with the implementation of the Connection Project which is the subject of the Connection Agreement and which have been undergone or undertaken against third parties by the Operator up to the time of termination of the Agreement by the User.
 - E) The methodology to determine the compensation paid by the User to the Operator in the event of termination of the Connection Agreement by the User as defined in case (ii) of subsection [D] paragraph [5], which covers the part of the specified in the Connection Agreement, according to case A) of paragraph 5, cost of the Connection Project, including the capital cost of the Operator, which up to the time

of the termination of the Agreement by the User, has not been recovered by the Operator through charges for the reservation of Transmission Capacity of the Transmission System by the User in accordance with the NNGS Usage Tariff and the Transmission Agreement.

7. In the event of the termination of the Connection Agreement by the User, as defined in section D) of paragraph [5], the following shall apply:

A) If within twenty four (24) months from the date of termination of the Connection Agreement by the User, as defined in subsection (i) in the case D) of paragraph [5], another User concludes a Connection Agreement with the Operator for all or part of the Connection Project which was the subject of the Connection Agreement concluded with the first User, the Operator returns to the first user all or part of the amount paid without interest, in proportion to the part of the Connection Project which will included in the Connection Agreement with the other User and up to the amount paid by the first User.

B) If following a termination of the Connection Agreement by the User, as defined in subparagraph (ii) in the case D) of paragraph [5], another Users concludes a Transmission Agreement with the Operator which includes all or part of the Connection Project which was the subject of the Connection Agreement concluded with the first user, the Operator returns to the first User all or part of the amount paid without interest, based on the revenue of the Operator from the charges for the reservation of Transmission Capacity from the Transmission System by the third User, according to the NNGS Usage Tariff and up to the amount paid by the first User.

8. If for the same Connection Project several Connection Agreements have been concluded, in the event of the termination of the Connection Agreement by one or several users during the Connection Project Construction Period, the Operator shall publish in the Electronic Information System the offer of the corresponding Advanced Reservation of Transmission Capacity for reservation by other Users. If within two (2) months from the date of the publication of the Operator, said Advanced Reservation of Transmission Capacity is not booked by other Users, the Operator shall re-evaluate the cost effectiveness of the Project based on the booked Advanced Reservation of Transmission Capacity of the other Connection Agreements remaining in force. If the project becomes financially ineffective, the Operator shall redefine the technical characteristics, the time-schedule and the implementation budget of the Connection Project in order for the project to become financially efficient again and submit in writing to its counterparties a relevant proposal to amend their Agreements. If the proposal of the Operator is accepted by the Users whose booked Advanced Reservation of Transmission Capacity ensures the financial efficiency of the Project, the Operator shall amend the Connection Agreements of those Users and adjust the amount of the relevant securities. In this case, the Connection Agreements of Users who do not accept the Operator's proposal are automatically terminated, without forfeiture of securities lodged by the Users. If the booked Advanced Reservation of Transmission Capacity of Users who accepted the proposal of the Operator does not ensure the financial efficiency of the

project, the counterparties may submit a request to the RAE for the formulation of a proposal to address the issue. In the case of non-acceptance of the proposal of the RAE by the parties within a specified deadline, the Connection Agreements expire automatically with the obligation on the part of the Users to pay part of the security lodged covering the costs associated with the implementation of the Connection Project which is the subject the Connection Agreement and which had been undergone or undertaken against third parties by the Operator up to the time of the termination of the Agreement by the User, in proportion to the percentage of the Advanced Reservation of Transmission Capacity each User had booked in the Connection Project.

9. If the project involves the connection of a Reception Facility or a Connected Natural Gas System to the Transmission System, the Connection Agreement provides for the obligation of the User to pay any lump sum (Connection Fee), if that is stated in Tariff Regulation and NNGS Usage Tariff. If the cost of the project is lower or equal to the Connection Fee, the following shall apply:
 - A) The Connection Agreement does not include the User's obligation to conclude a Transmission Agreement with the Operator within a specified period from the date of completion of the Connection Project.
 - B) The Connection Agreement will expire upon payment by the User of the amount corresponding to the total cost of the project.
10. Within six (6) months from the entry into force of the present, the Operator is required to prepare and send to the RAE a Standard Connection Agreement, which is proposed by the Operator to each User, in accordance to paragraph [1], without discrimination. In the Standard Connection Agreement the differentiation of specific conditions is possible, depending on the technical characteristics and the budget of the Connection Project which is the subject of the Connection Agreement. The Connection Agreements concluded by the Operator with Users that belong to the same category of Connection Projects the same conditions apply without discrimination. The Connection Project categories are determined by the Operator before the establishment of a Connection Agreement, they are sent to the RAE and published in the Electronic Information System.
11. The Operator shall publish in the Electronic Information System the document of the Standard Connection Agreement, including its Annexes, in editable format.

Article 95F

Conditions for Placing an Open Season Procedure for Advanced Reservation of Capacity

1. The Operator should investigate the feasibility of conducting an Open Procedure for Advanced Reservation of Transmission Capacity (Open procedure) if:
 - A) If the NNGS Development Study establishes the necessity for the implementation of a NNGS Development Project which falls under the Major Project category and the implementation of which, in the most cost effective

manner, requires long-term capacity reservation for the project. The Open Procedure precedes the inclusion of the project in the Development Plan.

B) The conditions of case c) of paragraph [13] of Article [95B] apply.

C) At the request of the RAE, as a condition in order for a project that is included in the Draft Development Plan to join the Development Plan, if it considers that the implementation of the project, in the most cost effective manner, requires long-term capacity reservation for the project.

2. The Operator's decision to not investigate the feasibility of conducting an Open Procedure is documented by the Operator and communicated to the RAE.
3. Through the Open Procedure the new capacity of the project (Open Procedure Capacity) becomes available for reservation and is distributed to the interested parties. In order to determine the Open Procedure Capacity, the Operator shall take particularly into account the following:
 - A) The NNGS Development Study.
 - B) The Development Plan.
 - C) The List of Small Projects.
 - D) The New Project Assessment Study in accordance to paragraph [9] Article [95B].
4. The Operator may provide the Open Procedure Capacity through individual shares (Capacity Share).
5. If the project involves the development of interconnection with another Member-State of the European Union or the Energy Community, the investigation on the feasibility of conducting the Open Procedure and the method of conduct is decided together by all the Operators of Natural Gas Systems of the relevant Member-States, notwithstanding the provisions of Article [95g] to [95I]. The Operator works with the Operators of upstream or downstream Systems in the preparation of a Proposal for the Conduct of an Open Procedure and the individual stages of the Open Procedure. The RAE cooperates with the regulatory authorities in the upstream and downstream Connected Systems for the approval of the Declaration of Open Procedure and the monitoring of the Stages of the Open Procedure, as defined in Articles 21 and 25 of the Law.

Article 95G

Proposal for Placing on Open Season Procedure

1. If the requirements of paragraph [1] of Article [95f], are met within two (2) months from the completion of the NNGS Development Study or the drafting of the New Project Assessment Study in accordance to paragraph [13] of Article [95B], the Operator shall establish and set in public consultation an Open Procedure Proposal, which mainly includes the following:
 - A) A description of the project relating to the Open Procedure.

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- B) The Open Procedure Capacity and the description of the Open Procedure Products. An Open Procedure Product refers to the size of each Capacity Share and for each Capacity Share, the starting date and the duration of the capacity reservation in the project.
- C) A non-binding project budget and a non-binding estimation of the average annual capacity reservation charge in the project (Capacity Fare) per Open Procedure Product or a non-binding calculation methodology of the project cost and the Capacity Fare.
2. The duration of the public consultation can not be less than thirty (30) and not more than sixty (60) days.
 3. The Open Procedure Proposal is published in the Electronic Information System, in Greek and English. Under the responsibility of the Operator, a summary of the Open Procedure Proposal is published in at least two (2) Greek widely circulated newspapers and in two (2) financial widely circulated newspapers in the European Union.
 4. Within sixty (60) days from the closing date of the public consultation, the Operator, taking into account the views and the potential interest of the participants in the public consultation on the Open Procedure Products, decides on:
 - A) The conduct of an Open Procedure, without modifying the characteristics and the implementation time-schedule of the project or the characteristics of the Open Procedure Products referred to in the Open Procedure Proposal.
 - B) The conduct of an Open Procedures, with modification of the characteristics and the implementation time-schedule of the project or the characteristics of the Open procedure Products referred to in the Open Procedure Proposal, in order to allow the service of the estimated demand in the most cost effective manner, to the limit of the technical construction capability of the project.
 - C) The non-conduct of an Open Procedure, if there is not sufficient interest in booking capacity in the project. In this case, the Operator is entitled to include the project in the Draft Development Plan, as defined in Article [92], or to proceed to the evaluation of the Applications for Advanced Reservation of Transmission Capacity as defined in case C) of paragraph [13] of [Article 95B].
 5. The decision of the Operator shall be fully documented, published in the Electronic Information System and communicated to the RAE.

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6. If the Operator decides to conduct an Open Procedure which is carried out in accordance to the provision of case B) of paragraph [1] of Article [95f], all who submitted an Application for Advanced Reservation of Transmission Capacity which relates to an Unplanned Project as defined in case A) of paragraph [12] of Article [95A] are required to participate in it. If an applicant does not participate as mentioned above, the Operator rejects the corresponding Application for Advanced Reservation of Transmission Capacity. The decision of the Operator to reject the application is communicated to the RAE.

Article 95H

Open Season Procedure Declaration

1. Within three (3) months from the date of the Operator's decision according to cases a) and b) of paragraph [4] Article [95Z], the Operator shall prepare a draft Open Procedure Declaration which it will submit to the RAE for approval in accordance with the provision of paragraph 5 of Article 69 of the Law.
2. Within (30) days from the submission date of the plan, the RAE may seek clarifications on the project and changes in the terms of the Conduct of Open Procedure, prescribing a deadline for this purpose to the Operator which can not be less than thirty (30) days.
3. Within fifteen (15) days from the approval of the RAE, the Open Procedure Declaration is published in the Electronic Information System, in Greek and English. Under the responsibility of the Operator, a summary of the Open Procedure Declaration is published in at least by two (2) Greek widely circulated newspapers and in two (2) financial widely circulated newspapers in the European Union.
4. The Open Procedure is conducted in Greek and in English.
5. The Declaration of Open Procedure includes:
 - A) Technical description and time-schedule of the project, description of the Open Procedure Capacity and the Open Procedure Products, non-binding budget of the project and the estimated Capacity Fare or non-binding calculation methodology of the project cost and the Capacity Fare, finalized by the Operator after the completion of the public consultation on the Open Procedure Proposal, according to Article [95Z].
 - B) A detailed description of the stages of the Open Procedure in paragraph [1] of Article [95I].
 - C) The criteria relating to the right to participate in every stage of the Open Procedure and the respective securities which may be required by the interested parties.
 - D) A detailed timetable of the stages of the open procedure, which at least specifies:

(i) The starting date of the Non Binding Offers Stage, which can not be later than sixty (60) days from the publication of the Open Procedure Declaration and the total duration of this stage, which can not exceed ninety (90) days.

(ii) The starting date of the Binding Offers Stage, which can not be later than thirty (30) days from the end of the Non Binding Offers Stage, subject to the case of paragraph [3] and the case A) of paragraph [6] Article [95TH] and its total duration, which may not exceed ninety (90) days.

(iii) For each stage, the deadlines for the submission of offers, the issue of the Operator's decision on the acceptance or rejection of offers, the submission of complaints from the participants and the issue of decisions on them.

(iv) The final date for concluding the Advanced Reservation of Capacity Agreement with each participant whose binding offer was accepted, which can not be less than thirty (30) and not more than sixty (60) days after the inclusion of the project to the Development Program.

E) The acceptance or rejection criteria of the offers submitted during the Non Binding Offers Stage and the Binding Offers Stage, respectively in accordance to Article [95A].

F) The methodology of the allocation of the Open Procedure Capacity within the Binding Offers Stage where the sum of the requested for reservation Capacity Shares commitment exceeds the Open Procedure Capacity. When establishing the allocation methodology of the Open Procedure Capacity the Operator must take all steps to ensure that the allocation of Capacity is performed in the most economical, transparent and direct way, without discrimination among the participants of the Open Procedure, based on the workings of the market.

G) Standard documents that are required to be filed at each stage of the Open Procedure by the participants at this stage, including mainly the offer submission documents during the Non-Binding Offers Stage and the Binding Offers Stage and the relevant securities.

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6. To participate in the Open Procedure fee payment is required, which is calculated by multiplying the sum of the Capacity Shares, which the interested party is requesting to book, by the Application Advanced Reservation of Transmission Capacity Unitary Fee in accordance to Article [95A]. The fee is paid once-off during the participation in the Non Binding Offers Stage. The participants of the Open Procedure who have submitted an application for Advanced Reservation of Transmission Capacity, in accordance with Article [95A], are waived from paying the fee by the percentage of the participation fee in the Open Procedure that is covered by the Application for Advanced Reservation of Transmission Capacity Fee which has been submitted by each of those participants.

Article 95I

Placing an Open Season Procedure

1. The Open Procedure is conducted in two consecutive stages:
 - A) Non Binding Offers Stage.
 - B) Binding Offers Stage.The Open Procedure expires as stated in paragraph [11].
2. At the Non Binding Offers Stage, subject to paragraphs [3] up to [5], the Operator:
 - A) Invites the interested parties to submit non-binding offers on Open Procedure Products and the documents and data required by the Declaration regarding this Stage.
 - B) Assesses the non-binding bids and decides on their acceptance or rejection in accordance with the criteria set out in the Declaration. Rejection of a non binding offer is fully documented by the Operator; the applicant will be notified in writing and is communicated to the RAE.
 - C) Examines any complaints submitted by the participants and decides on them, in accordance with the procedure laid down in the Declaration of Open Procedure.
 - D) Creates a list of the participants in the Non Binding Offers Stage, whose bids were accepted, and who acquire the right to participate in the Binding Offers Stage.
 - E) Submits a report to the RAE summarizing the results of the Non Binding Offers Stage.
3. The Operator may terminate the Open Procedure during the Non Binding Offers Stage and update the Open Procedure Declaration, if it considers that the sum of the Capacity Shares for which acceptable non binding offers were submitted, according to the Operator's judgement:
 - A) Is exceeded by the Open Procedure Capacity, so that the continuation of the Open Procedure would reasonably lead to the financial inefficiency of the project, or
 - B) Exceeds the Open Procedure Capacity, so that the continuation of the Open Procedure would reasonably lead to the inability to meet the demand of the

participants for Capacity Shares, subject to the case in which under the consideration of the Operator the technical and financial feasibility of the implementation of the projects is not documented to further expand the Open Process Capacity.

4. The decision of the Operator concerning the interruption of the Open Procedure and the updating of the Open Procedure Declaration is specifically documented by the Operator, published in the Electronic Information System and communicated to the RAE. The Operator returns to all participants whose non-binding bids were accepted the fee paid for their participation in the Non Binding Offers Stage.
5. Within three (3) months from the decision of the Operator, in accordance to paragraph [3], the Operator shall update the Open Procedure Declaration, particularly as to the Open Procedure Capacity, the Capacity Fare or the project budget and submit it to the RAE for approval. The Declaration of Open Procedure is approved by the RAE and published in accordance with the procedure in paragraphs [2] to [4] of Article [95H], and includes the provisions of paragraph [5] of the same article. For participation in the Open Procedure a fee payment is required as provided in paragraph [6] Article [95H].
6. If, after the repetition of the Non Binding Offers Stage as aforesaid:
 - A) The sum of the Capacity Shares for which acceptable non binding offers were submitted, according to the assessment of the Operator, are still exceeded by the Open Procedure Capacity, the Operator shall proceed with the permanent termination of the Open Procedure. The decision of the Operator concerning the permanent termination of the Open Procedure is documented specifically by the Operator, published in the Electronic Information System and communicated to the RAE. The Operator returns to the participants whose non-binding offers were accepted the fee paid for their participation in the Non Binding Offers Stage.
 - B) The sum of the Capacity Shares for which acceptable non binding bids were submitted, according to the assessment of the Operator, exceeds the Open Procedure Capacity, subject to the case in which under the consideration of the Operator the technical and financial feasibility of the implementation of the projects is not documented to further expand the Open Process Capacity, the Operator shall inform the interested parties about potential congestion in the allocation of the Open Procedure Capacity in the Binding Offers Stage. Any decision of the Operator concerning difficulties in expanding Open Procedure Transmission Capacity is documented specifically by the Operator, published in the Electronic Information System and communicated to the RAE.
7. During the Binding Offers Stage, the Operator:
 - A) Invites the participants listed in case D) of paragraph [2], to submit binding offers on Open Procedure Products and the documents and information required by the Declaration regarding this Stage.
 - B) Assesses the binding offers and decides on their acceptance or rejection in accordance with the criteria set out in the Declaration. Rejection of binding

offers is fully documented by the Operator, the applicant is notified in writing, and is communicated to the RAE.

C) Examines any complaints submitted by the participants and decides on them, in accordance with the procedure specified in the Open Procedure Declaration.

D) Informs in writing the participants whose binding offers were accepted.

E) Decides on the participants who are distributed part of the Open Procedure Capacity (Successful Participants) and compiles a list. The decision of the Operator on the allocation of capacity to the Successful Participants is documented specifically by the Operator and communicated to the RAE. The acceptance of binding offers is expressly subject to the prior inclusion of the project in the Development Plan.

F) Invites the Successful Participants to provide the securities specified in the Open Procedure Declaration concerning the conclusion, subject to the prior inclusion of the project in the Development Plan, of an Advanced Reservation of Capacity Agreement, within a specified period following the inclusion of the project in the Plan.

G) Submits to the RAE a report summarizing the results of the Binding Offers Stage.

8. The Binding Offers Stage ends with the submission of the report of case [G] paragraph [6] by the Operator to the RAE. Within thirty (30) days from the end of the Binding Offers Stage, the Operator shall prepare a Capacity Expansion Proposal which is sent to the Successful Participants.
9. The Operator is required to include the project in the next Development Plan which is designed in accordance to Article [92], submitting the Capacity Expansion Proposal along with the Draft.
10. If the project is included in the Development Plan, the Operator request the presence of the Successful participants in order to conclude Advanced Reservation of Capacity Agreements within the period specified in the Open Procedure Declaration. In case a Successful Participant fails to appear for the conclusion of a Advanced Reservation of Capacity Agreement within that period, the amount of the relevant security specified in the Open Procedure Declaration is requested by the Operator and the originally allocated to him Open Procedure Capacity is distributed to the next Successful Participant according to the methodology of allocation of Open Procedure Capacity specified in the Open Procedure Declaration. In this case, the Operator shall immediately inform the new Successful Participant and request his presence for the conclusion of an Advanced Reservation of Capacity Agreement within the period specified in the Open Procedure Declaration.
11. The Open Procedure ends with the conclusion of an Advanced Reservation of Capacity Agreement for all the Capacity Shares which were allocated during the Binding Offers Stage or by the lack of action of the last Successful Participant by the closing date of the deadline as defined in paragraph [10], or in the case of non-inclusion of the project in the Development Plan. Within sixty (60) days after the

end of the Open Procedure, the Operator submits a report summarizing the results of the Open Procedure to the RAE.

12. The Operator is obliged to preserve the confidentiality of commercially sensitive information or documents which are submitted to him by the participants at any stage of the Open Procedure.

CHAPTER 13

NNGS MAINTENANCE

Article 96

Definition

Maintenance is any inspection, modification, repair, replacement, rectification, restoration or upgrading of any NNGS part, as well as any other work that affects or may affect the delivery or reception of Natural Gas at NNGS Entry and Exit Points respectively. Maintenance is distinguished in Scheduled and Non-scheduled Maintenance.

Article 97

Operator Authorities for NNGS Maintenance

1. The Operator is responsible for scheduling and implementing the NNGS Maintenance.
2. Each Year, the Operator prepares the Annual Maintenance Plan, taking into consideration the maintenance requirements of parts of the NNGS, the Transmission Agreements, the Interruptible Basis Transmission Agreements, the Virtual Reverse Flow Agreements, the LNG Facility Usage Agreements and the Connected Systems Agreements concluded, as well as any relevant information provided by Transmission Users, LNG Users, Connected System operators and any other natural or legal entity with legal interest.
3. To this effect, the Operator coordinates and combines, as much as possible, the NNGS Maintenance with the operation and maintenance of the Reception Facilities and the Connected Systems.
4. The Operator does its utmost to conclude Maintenance according to the Annual Maintenance Plan. The Operator has the right to proceed to any Non-scheduled Maintenance, as per the provisions of article [99].
5. During the performance of NNGS Maintenance works, the Operator is exempted from its obligations arising from the Network Code and the relevant Transmission Agreements, Interruptible Basis Transmission Agreements, Virtual Reverse Flow Agreements, LNG Facility User Agreements concluded, to the extent that such failure to fulfill obligations is due to the Maintenance.

Article 98

Annual Maintenance Scheduling

1. At the latest by 15th November of each Year, the Operator draws up and publishes the Annual Maintenance Plan for the next Year. This plan includes the time-schedule of each

project, and sets the time milestones, which determine the completion time of the works which is binding. The operator publishes any alteration to the Annual Maintenance Plan on the Electronic Information System.

2. Maintenance Days are the consecutive or non-consecutive days during which maintenance works on the NNGS are performed, in accordance to the Annual Maintenance Plan.

3. The maximum number of Maintenance Days per year is defined as follows:

A) Ten (10) working days for the Maintenance of parts of the NNGTS, with the exception of the Entry and Exit Points.

B) Ten (10) working days per Entry and Exit Point of the NNGTS subject to the provisions of paragraph [4] of this article .

C) Twenty (20) working days for the LNG Facility Maintenance.

4. In cases of complex large-scale work, the period of time specified in case B of paragraph [3] may be extended by up to ten (10) additional working days considering the optimal timing plan The Operator shall make every effort to ensure the least possible disturbance to Users.

5. At least twenty (20) working days before the beginning of the maintenance works, the Operator is responsible to inform, in writing, the Transmission and LNG Users influenced by such works, providing information on the type and the consequences of required works, as well as the predicted duration thereof. The Operator may extend the time defined in the Annual Maintenance Plan for the completion of the works, as long as there is concurrence of Emergency reasons, informing immediately the Transmission and LNG Users, the operators of Connected Systems and any other natural or legal entity that has legal interest.

Article 99

Non-scheduled Maintenance

1. The Operator decides on and executes Non-scheduled Maintenance works, whenever, at its justified discretion, such Maintenance is essential for the secure, reliable and efficient operation of the NNGS.

2. Before the execution of Non-scheduled Maintenance works, the Operator is responsible to inform the Transmission and LNG Users, using any expedient means and within a reasonable time frame, with regards to the type, the extent and the expected duration of such works.

3. For the determination of the time of performance of the Non-scheduled Maintenance works, the Operator must take into consideration the opinion of the Transmission and LNG Users and of the operators of Connected Systems and of any other natural or legal entity with legal interest, provided that there are no risks to the secure and reliable operation of the NNGS.

Article 100

User Obligations due to NNGS Maintenance

1. The Transmission and LNG Users must co-operate with the Operator and provide it, as soon as possible, with all necessary information so it may fulfill its obligations towards NGTS Maintenance, according to the Network Code.
2. During Maintenance Days, the Operator proceeds to the necessary limitation of the Booked Transmission for Delivery/Reception and Gasification Capacity of the Transmission and LNG Users, respectively, in a fair and unprejudiced manner. This limitation is published by the Operator, in accordance with the term on confidentiality.
3. During Maintenance Days, the Transmission and LNG Users are responsible to assist the Operator in any way and comply with its instructions.
4. The Transmission and LNG Users are responsible to make every possible effort, including the incorporation of suitable terms in agreements signed with operators of Connected Systems or with any other natural or legal entity with legal interest, in order to ensure compliance with their obligations, as per this article.

CHAPTER 14

ELECTRONIC INFORMATION SYSTEM OF NNGS

Article 101

Operator authorities and obligations

1. The Operator develops and manages the Electronic Information System of the NNGS (Electronic Information System), according to the provision of subparagraph m of paragraph 2, article 8 of the Law.
2. The Operator provides to the Users, operators of Connected Systems or any other natural or legal entity with legal interest, with access to the Electronic Information System, without discrimination. For this purpose, the Operator publishes the special terms and conditions of access to the Electronic Information System. Access to the Electronic Information System does not require the payment of a charge.
3. The persons that have the right to access the Electronic Information System must comply with the terms and conditions for using it in force each time, as such terms and conditions are published by the Operator.
4. The Operator cannot be held liable by the persons with the right to access the Electronic Information System for any case of not-offer thereof.
5. The data provided by the Operator in the Electronic Information System:
 - A) Are published in the Greek and English language.
 - B) Are available in a format that allows further analytic processing using a computer.
6. The Operator can modify the Electronic Information System at its discretion, following relevant notification to the RAE, at least two (2) months prior to such modification.
7. The Operator is obliged to provide to the RAE access to the Electronic Information System and to any information regarding its operation.

Article 102

Content of the Electronic Information System

1. In the Electronic Information System there is publication of, at least, the data related to the NNGTS, which are determined in the provisions of Regulation 715/2009/EC and of all relevant points, as defined in the above Regulation. The update of such data is performed on a regular basis and at a minimum, in accordance with the timetable defined per data category in Regulation 715/2009/EC.
2. The Electronic Information System includes at least publication of the following data with regards to the LNG Facility:
 - A) Daily estimates of the Operator concerning the total Booked Gasification Capacity of the LNG Facility.
 - B) Daily estimates of the Operator regarding the Gasification Capacity of the LNG Facility available, as well as monthly forecasts for a time period of eighteen (18) Months. The monthly forecasts must be updated at least each Month, or more often in the event that new data arise.
 - C) The Minimum Daily LNG Gasification Rate of the LNG Facility.
 - D) The Available Storage Area of the LNG Facility that is allocated to the LNG Users within the framework of the Basic LNG Service, on a daily basis, as well as the Available Storage Area of the LNG Facility available to the LNG Users as Additional Storage Area of the LNG Facility on a daily basis.
 - E) The part of the Available Storage Area of the LNG Facility that remains available on a daily basis.
 - F) The sum of the Daily LNG Stock of the LNG Users.
 - G) Long-term annual forecasts of the Operator regarding the Gasification Capacity of the LNG Facility available for the next ten (10) Years.
 - H) Historical data on the maximum and minimum used Gasification Capacity of the LNG Facility per Month and the annual mean averages of LNG gasification for the last three (3) Years, and on a rolling basis, up to the previous Month.
 - I) The Initial and Final Annual LNG Plan according to the provisions of Chapter [11]. In the Electronic Information System there is also publication of each update of the Final Annual LNG Plan.
 - J) The Initial and Final Monthly LNG Plan, according to the provisions of Chapter [11].
 - K) List of certified LNG vessels, as well as each update thereof.
3. Where in paragraph [2] above there is no definition of a timetable for the publication of the respective data, the timetable stated for each data in the respective provisions of Chapter [11] shall be applicable.
4. All communication between the Operator and Users or operators of the Connected System or any person with legal interest is done via the Electronic Information System, according to the special provisions of the Network Code, on a case by case basis.

Article 103

Update of relevant Points of NNGTS

1. The Operator publishes in the Electronic Information System a list with the relevant points of NNGTS, in accordance with paragraphs 3 and 4 of article 8 of Regulation 715/2009/EC, which have been approved by RAE.
 2. Within thirty (30) days from the operation of the new Entrance and Exit Points of the Transmission System or the absolute suspension of operation of an existing Entrance or Exit Point, the Operator is obliged to submit to RAE for approval a validated list with the relevant points of NNGTS.
 3. RAE sets under public discussion the list of points of the Transmission System suggested by the Operator, in Greek and English, and invites the interested parties to express their opinion on the above list.
 4. During evaluation of the request, RAE may require additional information, data, or clarifications from the Operator.
 5. RAE decides with regards to the Operator's request within fifteen (15) days from the date the public discussion is completed. The decision of RAE is communicated to the Operator and posted on its webpage.
 6. A new Entrance or Exit Point of NNGTS is considered to come into operation following the completion, at this point, of the installation and operation of the metering device:
 - A) Of the Operator, or
 - B) The Customer, if the installation and operation of the metering device of the Operator have not been completed, on the condition that the provisions of the Metering Regulation have been implemented. Within thirty (30) days from the completion and operation of the metering device of the Operator, the Operator informs RAE respectively.
- For a new Exit Point to be included in a DNEX, it is deemed to be in operation when connection and operation with the other Exit Points which comprise the DNEX has been completed.

CHAPTER 15

FORCE MAJEURE

Article 104

Definition

1. Force Majeure shall be deemed to be any unforeseen and extraordinary condition or event which is not subject to the influence and control of the persons subject to the Network Code and could not have been avoided even if such persons had demonstrated extreme caution and diligence, as anticipated by a reasonable and diligent operator, such event leading to the prevention of any such persons to fulfill its obligations. Indicatively, it is agreed that Force Majeure cases may be deemed the following: natural disasters, strikes, counter-strikes, Governmental or Governmental Authority actions, war, revolts, riots, land subsidence, fires, floods, earthquakes, explosions, ruptures or accidents in any transmission facility or other facilities or equipment necessary for the provision of the required service or action, whose degree and extend renders the provisions of the required

service or action impossible.

2. Force Majeure cases shall not include the events and incidents that fall within the context of Emergency. In these cases, there shall not be application of the provisions of the present article, but of the ones contained in Chapter [10] of the Network Code.

Article 105

Rights and obligations in Force Majeure cases

1. In the event of Force Majeure, the persons are relieved from any liability of non-fulfillment of their obligations to the extent that such non-fulfillment of obligations is due to Force Majeure or is caused by it, provided that they have complied with the provisions of the next paragraph.

2. Any person alleging Force Majeure is responsible to:

A) Notify immediately the other contracting party or any affected persons, by registered letter against delivery receipt or by any other efficient means, of the event that constitutes the Force Majeure, providing further information on the estimated duration of the Force Majeure and on the actions which, at its discretion, are necessary for responding to such an event.

B) Notify the other contracting party or any persons affected by such an event, on the actions taken for dealing with the incident that caused the Force Majeure, the expiration of the Force Majeure and the estimated duration of such event.

C) Ensure the access for the above-mentioned persons or their representatives at the site where the Force Majeure event occurred, in order to inspect it. In this case, the person that requires the inspection is responsible to pay to the person claiming the Force Majeure, any expense incurred to the latter due to such inspection.

D) Within a deadline of ten (10) working days from the expiration of the Force Majeure, draft a report with regard to the Force Majeure event, the actions taken to deal with it and its consequences and to submit it to the other contracting party or any other person affected by it.

3. Specifically for the Transmission Agreements, Interruptible Basis Agreements, Virtual Reverse Flow Agreements or LNG Agreements, the contracting parties may agree on the extension of the duration of the Agreement for the time period of the Force Majeure that lead to the suspension of the obligations provided by the Agreement.



CHAPTER 16
SETTLEMENT OF DISPUTES

Article 106

Application Domain

Without prejudice to any specific delegated legislation provisions, differences arising from the implementation of the provisions of the Network Code are settled according to the provisions of this Chapter.

Article 107

Amicable Settlement of Disputes

1. The parties undertake the obligation to make every possible effort for the amicable settlement of differences arising from the implementation of the provisions of the Network Code.
2. Towards this end, each party may notify to the other, an invitation for the amicable settlement of a dispute. Within a deadline of three (3) days from the documented service of such invitation to the party to which it is addressed, the parties define and mutually notify their representatives of the settlement and negotiate in good faith and according to trading practices for the settlement of the dispute.
3. The procedure for the settlement of disputes is conducted in Greek and is completed in a time period of thirty (30) days from the notification of the invitation for the amicable settlement, while the result of this negotiation binds the parties.

Article 108

Expertise and Arbitration

1. In the event of non-resolution of the dispute via amicable settlement and particularly in the event of a difference related to issues of a technical nature, the parties may refer the issue to a mutually approved expert.
 2. In the event of non-resolution of the dispute via amicable settlement or in case of non-achievement of resolution of the dispute after the issuance of an expert report as per the provisions of paragraph [1], the parties may refer the difference to arbitration as per the provisions of the Code of Civil Procedure.
- If the matter is not resolved as per the provisions of paragraphs [1] and [2], the Courts of Athens are competent to resolve any dispute.

CHAPTER 17

FINAL PROVISIONS

Article 109

Electronic Information System

1. Until the Electronic Information System comes into operation, the following shall apply:
 - A) Each reference to the Electronic Information System is understood as a reference to the Operator's webpage with the exception of those expressly mentioned in article [20A].
 - B) Wherever there is provision for the submission of reports from Users to the Operator, and for any communication in general between the Operator and the Users using the Electronic Information System, this is performed, depending on the case, via fax or email.
2. The above shall also apply for each case that, following the operation of the Electronic Information System, the System in question is not available for any reason.

Article 110

Existing Agreements

1. Especially for the Year 2013 for existing Agreements the duration of which exceeds twelve (12) months, in order for the User to request the alteration of the Booked Transmission Capacity the User is required to submit a written request to the Operator, at least ten (10) days before the end of each Year. The Operator responds reasonably to the User within eight (8) days. In case of late submission of the User's request, the Operator shall reject the request. This paragraph is repealed after the Year 2013.
2. Within fifteen (15) days from the entry into force of the present, the Operator is obliged to send to RAE for approval, drafts of the Standard Natural Gas Transmission Agreement on a firm basis, Standard Natural Gas Interruptible Basis Transmission Agreement, Standard Natural Gas Transmission with the virtual reverse flow procedure Agreement and the Standard LNG Facility Usage Agreement, their regulations being compatible with the provisions herein.
3. Within two (2) months from the approval of the Agreement in paragraph [1], the contracting parties in existing Transmission Agreements and LNG Facility Usage Agreements are obliged to proceed with every necessary action in order for the existing agreements to be harmonized with the new standard agreements approved. During this process the parties may adjust the Transmission capacity for Delivery and Reception at

Entry Points and Exit Points of the National Natural Gas System which have been booked with their existing agreements.

4. Non conformity with the provisions of this article constitutes infringement of the provisions of the Network Code under the provisions of the Law.

Article 111

Capacity Booking Applications

The applications for the booking of existing or Advanced Reservation of Capacity of the NNGS, that, at the time of publication of the Network Code, have already been submitted to RAE, retain their priority order, as per their submission time, according to the provisions of paragraph 1, article 12 of the Law, as well as the provisions of paragraph [7], article [8] and paragraph [10], article [71] of the Network Code, under the condition that, within two (2) months from the issue of the Regulation of the NNGS Users Registry, as per article 72 of the Law, the applicants requesting the booking of capacity, submit to the Operator their certificate of registration with the NNGS Users Registry.

ANNEX I

NNGS NATURAL GAS QUALITY SPECIFICATIONS

Natural Gas Quality Specifications

1. Wobbe Coefficient: The Wobbe coefficient should not be less than 13.10 KWh/Nm³ and should not be greater than 16.37 KWh/Nm³.
2. Higher Heating Value (HHV): The HHV should not be less than 10.20 KWh/Nm³ and should not be greater than 13.71 KWh/Nm³.
3. Relative Density: The relative density of the Natural Gas should not be less than 0.56 and should not be greater than 0.71.
4. CH₄: Per volume concentration of methane should not be less than 75 [% mole]
5. CO₂: Per volume concentration of carbon dioxide should not be greater than 3 [% mole].
6. N₂: Nitrogen concentration should not be greater than 6 [% mole].
7. O₂: Oxygen concentration should not be greater than 0.2 [% mole].
8. Hydrogen sulfide (H₂S): The content of Natural Gas in Hydrogen sulfide should not exceed 5.4 mg/Nm³. In exceptional cases and for a time interval that does not exceed two (2) hours, the content of Natural Gas in Hydrogen sulfide can have a value up to 10.8 mg/Nm³, without however exceeding 6.5 mg/Nm³ as an average Daily value.
9. Total sulfur: The total sulfur for Natural Gas not submitted to osmosis should not exceed 80 mg/Nm³. In exceptional cases and for a time period that does not exceed 48 hours it can receive values of up to 120 mg/Nm³, without however exceeding 90 mg/Nm³ as an average Weekly value.
10. Water Dew Point (WDP): The Water Dew Point for Natural Gas should not exceed +5°C under reference pressure of 80 barg.
11. Hydrocarbons Dew Point: The Dew Point of Hydrocarbons should not exceed +3°C under any pressure from 1 to 80 barg.
12. Dust and Liquids: Natural Gas should be practically free from gaseous, solid or liquid substances that could pose blockage risks or malfunction or erosion to standard gas facilities and standardized gas equipment. Exception is made to the cases of liquid formation of minuscule droplets in Natural Gas which are impossible to remove.
13. Odorizing Substance: The natural Gas is delivered at the Entry Points without an odorizing substance. The Odorizing Substance is added at the Delivery Points, when necessary as per the ASME Network Code.
14. The temperature of Natural Gas should not be less than -5°C and greater than 50°C. Under special NNGTS operation conditions or due to technical reasons and in any case for periods which do not exceed 4 hours, the temperature may be less than -5°C. In this case, Natural Gas temperature must necessarily be greater than 10°C and at least 5°C higher than the WDP temperature of Natural Gas under operational pressure.
15. Following the end of the Year following the Year of implementation of the Network Code, the Operator must transmit to RAE and set under public discussion a report related to the Quality Specifications of Natural Gas, the eventual deviations compared to the quality specifications in the European Union and internationally and the evaluation of the feasibility and expediency of convergence of the Natural Gas Quality Specifications with the said specifications.

LNG Quality Specifications

1. Wobbe Coefficient: The LNG Wobbe coefficient follows the specifications applicable to the NNGTS.
2. Higher Heating Value (HHV): The HHV of the LNG should not be less than 11.16 KWh/Nm³ and should not be greater than 12.68 KWh/Nm³. The Operator may examine the possibility to deliver to the LNG Facility an LNG Load having an HHV off the above specification but within the range of 11.04 KWh/Nm³ to 11.16 KWh/Nm³ or from 12.68 KWh/Nm³ to 13.02 KWh/Nm³, as long as, following mixing the above Load with the rest LNG, already stored in the LNG Facility tanks, the value of the HHV for the entire LNG is within the said specification.
3. LNG Density: The density of LNG must not be less than 430 Kg/m³ and greater than 478 Kg/m³. The Operator may examine the ability to deliver to the LNG Facility an LNG Load that is off the above specification but within the range from 420.3 Kg/m³ to 430 Kg/m³ or from 478 Kg/m³ to 483.1Kg/m³, provided that following mixing the above-mentioned LNG Load with the remaining LNG already stored in the LNG Facility tanks, the LNG density value is rendered within the above specification.
4. Molecular Weight: The molecular weight of the LNG should not be less than 16.52 Kg/Kmol and greater than 18.88 Kg/Kmol.
5. CH₄: The methane concentration per volume should not be less than 85 [% mole] and greater than 97 [% mole]. The Operator may examine the possibility to deliver to the LNG Facility an LNG Load with methane concentration off the above specification but within the range from 80 to 85 mole [%] and from 97 to 99.8 mole [%], provided that following the mixing of the above-mentioned LNG Load with the remaining LNG already stored in the LNG Facility tanks, the methane concentration value of the LNG is in its entirety rendered within the above specification.
6. N₂: Nitrogen concentration should not be greater than 1.24 [% mole].
7. Hydrogen sulfide (H₂S): The content of LNG in Hydrogen sulfide should not exceed 5 mg/Nm³.
8. Total sulfur: The total LNG sulfur for LNG should not exceed 30 mg/Nm³.
9. The composition of heavier hydrocarbons should be within the limits enforced by the KMK method of LNG density calculation. The percentage of iC₄ and nC₄ should not exceed 4% and the percentage of iC₅ and nC₅ should not exceed 2%.
10. The LNG injection temperature (mean average of LNG temperature in all the tanks of the LNG vessel, prior to the Injection of LNG) should not be greater than -158°C. For LNG temperatures greater than -158°C, the KMK method for the calculation of density does not apply.

ANNEX II

TRAINING PROCEDURES AND UPDATING FORMS

The Operator shall draw up and publish on the Electronic Informatics System the forms used to implement the provisions of this document. Each form shall, in particular, include the specification of the corresponding provisions of the Network Code.

The forms may be revised at the initiative of the Operator or the request of the User, after the agreement of the RAE

ANNEX III

Procedures for Natural Gas Supply Interruption General

1. The Interruption Procedures are applied in each case where, according to the provisions of the Network Code, the Operator deems essential the reduction or the interruption of the Natural Gas supply at an Entry or Exit Point of the NNGTS.
2. The Interruption Processes are distinguished in the following categories:
 - i. Procedure of Typical Interruption at an Entry Point.
 - ii. Procedure of Emergency Interruption at an Entry Point.
 - iii. Procedure of Direct Interruption at an Entry Point.
 - iv. Procedure of Interruption at an Exit Point.
3. The Operator selects the Procedure deemed suitable in each case, depending on the time available and the event to be treated.
4. During the Procedures of Interruption, the communication between the Operator and the Users is performed via their authorized representatives who are defined in the Transmission Agreement/Interruptible Basis Transmission Agreement. Communication is materialized over fax. In the event of a Direct Interruption, there is prior telephone communication.
5. With the exception of the case of the Procedure of Direct Interruption at an Entry Point, in case of non-conformity of the User with the Operator's instructions, issued within the framework of the Interruption Procedures, within the deadline defined in such instructions, the Operator transmits via fax to the User a Non-Conformity Message (Form J). If the User does not comply with the Operator's instructions within 60 minutes from the time of transmission of the Non-Conformity Message, the Operator may decrease or interrupt the Natural Gas supply at the relevant Entry or Exit Point, according to its initial order.

Procedure for Standard Interruption at an Entry Point

During the Standard Interruption Procedure at an Entry Point of the NNGTS:

1. The Operator transmits to the User a Message of Potential Interruption (Form D), with which it informs of the possibility of the transmission of a Message of Interruption within the Warning Period.
2. The Warning Period begins after the lapse of a minimum of four (4) hours from the transmission of the Message of Potential Interruption and expires at the time defined by the Operator. Extension of the time of expiration of the Warning

-
- Period is made only following transmission of a new Message of Potential Interruption.
3. Within the Warning Period, the Operator may transmit to the User a Message of Interruption (Form E), informing of the time of Beginning and Expiration of the Interruption, as well as of the Quantity of Natural Gas that can be delivered to the specific Entry Point during the interruption period.
 4. Within two (2) hours from the transmission of the Interruption Message, the User transmits to the Operator a Message of Confirmation of Interruption (Form I). If this deadline expires and no action is taken, the Operator transmits again the Message of Interruption.
 5. The interruption cannot begin unless at least three (3) hours have lapsed following the transmission of the last Message of Interruption.
 6. The time of Expiration of the Interruption may be extended, following the transmission of a new Message of Interruption, with which the Operator may re-define the Quantity of Natural Gas that can be delivered by the User to the particular Entry Point.
 7. During the effective period of interruption, the User is obliged to deliver Natural Gas to the specific Entry Point, according to the provisions of the Message of Interruption.

Procedure for Emergency Interruption at an Entry Point

During the Procedure of Emergency Interruption at an Entry Point of the NNGTS:

1. The Operator transmits to the User a Message of Emergency Interruption (Form F), through which it informs of the Beginning and Expiration time of the Interruption, as well as about the Quantity of Natural Gas that it can deliver to the particular Entry Point during the period of interruption.
2. Within one (1) hour from the transmission of the Message of Emergency Interruption, the User transmits to the Operator a Message of Confirmation of Interruption (Form I). If this deadline expires and no action is taken, the Operator transmits again the Message of Emergency Interruption.
3. The interruption cannot begin unless at least three (3) hours have lapsed from the transmission of the last Message of Emergency Interruption.
4. The Expiration time of the Interruption may be extended following the transmission of a new Message of Emergency Interruption, with which the Operator may re-define the Quantity of Natural Gas that can be delivered by the User to the particular Entry Point.
5. During the effective period of interruption, the User is obliged to deliver Natural Gas to the specific Entry Point, according to the provisions of the Message of Emergency Interruption.

Procedure for Immediate Interruption at an Entry Point

During the Procedure of Direct Interruption at an Entry Point of NNGTS:

1. The Operator informs by phone the User and then transmits via fax a Message of Direct Interruption (Form G), defining the Beginning time of the Interruption and

-
- the Quantity of Natural Gas that the User can deliver to the relevant Entry Point, during the period of interruption.
2. The interruption is in effect until the Operator transmits to the User a Message of Expiration of Direct Interruption (Form H). Until the transmission of the Message of Expiration of Direct Interruption, the User is obliged to decrease its delivery to the Quantity declared in the Message Direct Interruption.

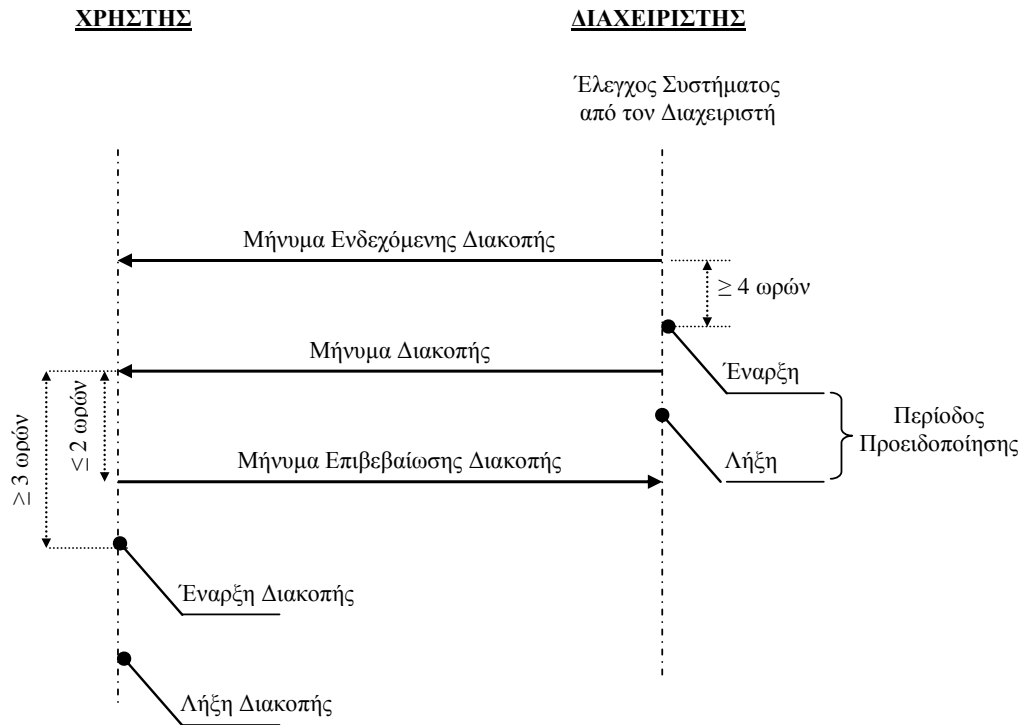
Procedure for Interruption at an Exit Point

During the Procedure of Interruption at an Exit Point of the NNGTS:

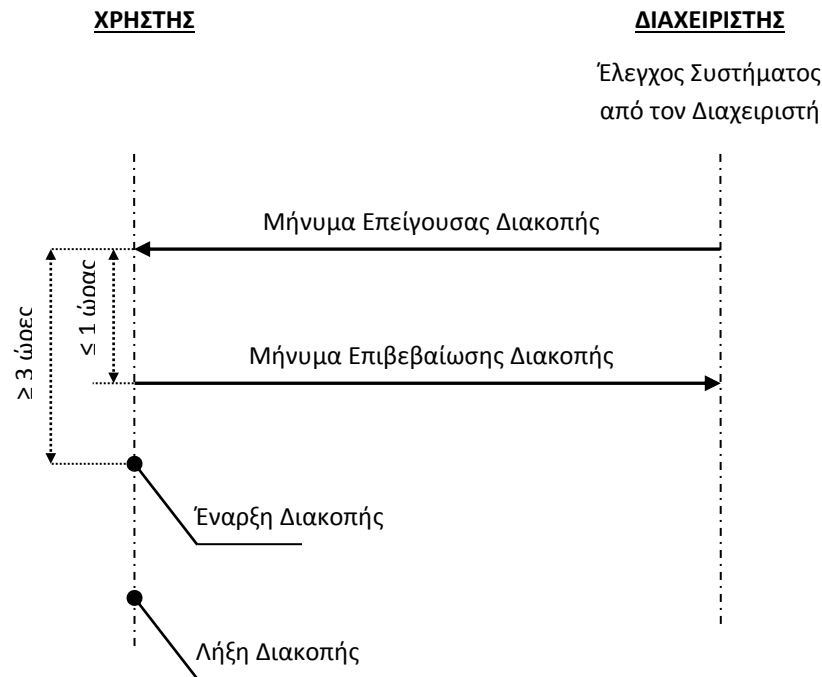
1. The Operator transmits to the User a Message of Interruption at an Exit Point (Form K), with which it informs of the Beginning and Expiration time of the Interruption, as well as about the Quantity of Natural Gas that it can receive from the particular Exit Point during the period of interruption.
2. The Message transmission time precedes the Interruption Beginning time by at least four (4) hours.
3. The Expiration time of the Interruption may be extended following the transmission of a new Message of Interruption at an Exit Point, through which the Operator may re-define the Quantity of Natural Gas that can be received by the User from the particular Exit Point.
4. During the effective period of interruption, the User is obliged to receive Natural Gas from the specific Exit Point, according to the provisions of the Message of Interruption at an Exit Point.

Schematic diagram of Interruption Procedures

1. The Procedure of Standard Interruption at an Entry Point of the NNGTS is summarized in the following figure:



2. The Procedure of Emergency Interruption at an Entry Point of the NNGTS is summarized in the following figure:

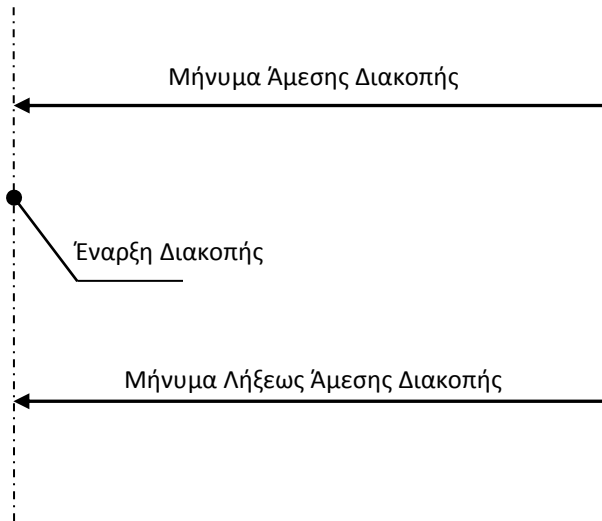


3. The Direct Interruption Procedure is summarized in the following figure:

ΧΡΗΣΤΗΣ

ΔΙΑΧΕΙΡΙΣΤΗΣ

Έλεγχος Συστήματος
από τον Διαχειριστή

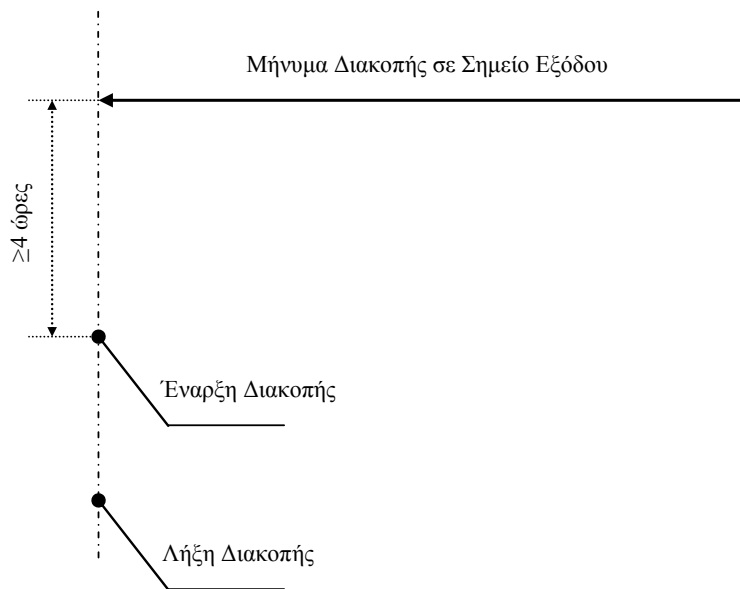


4. The Procedure of Interruption at an Exit Point of the NNGTS is summarized in the following figure:

ΧΡΗΣΤΗΣ

ΔΙΑΧΕΙΡΙΣΤΗΣ

Έλεγχος Συστήματος από
τον Διαχειριστή



INTERRUPTION PROCEDURE FORMS

- [D] – Potential Interruption Message
- [E] – Interruption Message
- [F] – Emergency Interruption Message
- [G] – Immediate Interruption Message
- [H] – Message for Termination of the Immediate Interruption
- [I] – Interruption Confirmation Message
- [J] – Non-Compliance Message
- [K] – Message for Interruption at an Exit Point

FORM III-2.1

[D] – Potential Interruption Message

To: <i>USER TRADE NAME</i>	From: <i>Operator</i>
Attention: <i>REPRESENTATIVE NAME</i>	Notification: <i>NAMES or TRADE NAMES FOR MESSAGE NOTIFICATION</i>
Fax: <i>REPRESENTATIVE FAX No.</i>	Pages: <i>1</i>
Date: <i>TRANSMISSION DATE</i>	Time: <i>TRANSMISSION TIME</i>
Ref. No.: <i>Operator REFERENCE NO.</i>	Supporting Doc.: <i>SUPPORTING DOCUMENTS TO THE PRESENT DOCUMENT</i>

Dear Sirs,

The Operator hereby warns you that it might be necessary to reduce or interrupt the delivery of Natural Gas from your part at the Entry Point, as per the terms of the Transmission Agreement number....., including the Annexes thereof, signed between us.

We hereby inform you that the Message of Interruption can be transmitted within the Period of Warning, as this is determined in the aforementioned Agreement and, in particular, within the time limits defined below:

Beginning of Warning Period:

.....

Expiration of Warning Period:

.....
This message is valid until.....

Sincerely,
For the Operator,
.....

FORM III-2.2

[E] – Interruption Message

To: *USER TRADE NAME*
Attention *REPRESENTATIVE NAME*
Fax: *REPRESENTATIVE FAX No.*
Date: *TRANSMISSION DATE*
Ref. No.: *Operator REFERENCE NO.*

From: Operator
Notification: *NAMES or TRADE NAMES FOR MESSAGE NOTIFICATION*
Pages: *1*
Time: *TRANSMISSION TIME*
Supporting Doc.: *SUPPORTING DOCUMENTS TO THE PRESENT DOCUMENT*

Dear Sirs,

With reference to our relevant Fax....., as well as to the terms of the Transmission Agreement number....., and the Annexes thereof, signed between us, we hereby kindly request that you proceed to all actions necessary in order to adjust the delivery of Natural Gas at the Entry Point....., in accordance with the values stated in the following table:

COMMENCEMENT Day/Time	EXPIRATION Day/Time	CAPACITY [m³(n)/h]

You are kindly invited to confirm reception of the present, as soon as possible, by means of transmission, via fax of the form “INTERRUPTION CONFIRMATION MESSAGE”.

Sincerely,
For the Operator,
.....
.....

FORM III-2.4

[G] – Immediate Interruption Message

To: *USER TRADE NAME*
Attention: *REPRESENTATIVE NAME*

Fax: *REPRESENTATIVE FAX No.*
Date: *TRANSMISSION DATE*
Ref. No.: *Operator reference NO.*

From: Operator
Notification: *NAMES or TRADE NAMES FOR MESSAGE NOTIFICATION*
Pages: *1*
Time: *TRANSMISSION TIME*
Supporting Doc.: *SUPPORTING DOCUMENTS TO THE PRESENT DOCUMENT*

Dear Sirs,

In accordance to the terms of the Transmission Agreement no. and the Annexes thereof, signed between us and due to immediate requirements [define if possible], we hereby request that you proceed with all actions necessary in order to adjust the delivery of Natural Gas at the Entry Point....., in accordance with the values stated in the following table:

BEGINNING Day/Time	EXPIRATION Day/Time	CAPACITY [m³(n)/h]

The present “IMMEDIATE INTERRUPTION MESSAGE” shall retain its effect until the transmission of a “MESSAGE FOR TERMINATION OF THE IMMEDIATE INTERRUPTION”.

Sincerely,
For the Operator,
.....
.....

FORM III-2.5

[H] – Message for Termination of the Immediate Interruption

To: *USER TRADE NAME*
Attention: *REPRESENTATIVE NAME*

Fax: *REPRESENTATIVE FAX No.*
Date: *TRANSMISSION DATE*
Ref. No.: *Operator REFERENCE NO.*

From: *Operator*
Notification: *NAMES or TRADE NAMES FOR MESSAGENOTIFICATION*
Pages: *1*
Time: *TRANSMISSION TIME*
Supporting Doc.: *SUPPORTING DOCUMENTS TO THE PRESENT DOCUMENT*

Dear Sirs,

We hereby inform you that the conditions that imposed the Direct Interruption Procedure at the Entry Point..... no longer apply. Consequently, your deliveries to the particular Entry Point may be continued normally, according to your relevant Daily Nomination, as of [DATE/HOUR].

Sincerely,
For the Operator,

.....
.....

FORM III-2.6

[I] – Interruption Confirmation Message

To: *Operator*
Attention: *Operator RESPONSIBLE*

From: *USER TRADE NAME*
Notification: *NAMES or TRADE NAMES FOR MESSAGE NOTIFICATION*

Fax: *Operator FAX No.*
Date: *TRANSMISSION DATE*
Ref. No.: *USER REFERENCE NO.*

Pages: *1*
Time: *TRANSMISSION TIME*
Supporting Doc.: *SUPPORTING DOCUMENTS TO THE PRESENT DOCUMENT*

Dear Sirs,

With regards to the “INTERRUPTION MESSAGE”/ “EMERGENCY INTERRUPTION MESSAGE”/ “IMMEDIATE INTERRUPTION MESSAGE” with Reference No., sent to us on DATE/TIME, the quantities of Natural Gas delivered to the Entry Point shall be adjusted as per the values stated in the following table.

BEGINNING Day/Time	EXPIRATION Day/Time	CAPACITY [Nm³/Hour]

Sincerely,
REPRESENTATIVE NAME

FORM III-2.7

[J] – Non-Compliance Message

To: *USER TRADE NAME*
Attention: *REPRESENTATIVE NAME*

From: Operator
Notification: *NAMES or TRADE NAMES
FOR MESSAGE
NOTIFICATION*

Fax: *REPRESENTATIVE FAX No.*
Date: *TRANSMISSION DATE*
Ref. No.: *Operator REFERENCE NO.*

Pages: *1*
Time: *TRANSMISSION TIME*
Supporting Doc.: *SUPPORTING
DOCUMENTS TO
THE PRESENT DOCUMENT*

Dear Sirs,

As per the “INTERRUPTION MESSAGE”/“EMERGENCY INTERRUPTION MESSAGE”/ “IMMEDIATE INTERRUPTION MESSAGE” with Reference No., sent to you on DATE/TIME, we requested from you to proceed with all actions necessary, in order to adapt the deliveries of Natural Gas at the Entry Point, according to the values stated in the following table:

BEGINNING Day/Time	EXPIRATION Day/Time	CAPACITY [Nm³/ Hour]

Considering that your deliveries were not adjusted, as they should, in accordance with the above table, we hereby request that you proceed to the necessary actions, as soon as possible, and to confirm same to us via the fax transmission of the form “INTERRUPTION CONFIRMATION MESSAGE”.

If you do not proceed to the regulation of your supply, as per the above, within 60 minutes from receipt of the present document, the Operator shall interrupt your supply to

the NNGTS, in accordance with the authority given to it under the terms of the Transmission Agreement signed between us, including the Annexes thereof.

Sincerely,
For the Operator,

.....
.....

FORM III-2.8

[K] – Message for Interruption at an Exit Point

To: *USER TRADE NAME*
Attention: *REPRESENTATIVE NAME*

From: Operator
Notification: *NAMES or TRADE NAMES FOR MESSAGE NOTIFICATION*

Fax: *REPRESENTATIVE FAX No.*
Date: *TRANSMISSION DATE*
Ref. No. *Operator REFERENCE NO.*

Pages: *1*
Time: *TRANSMISSION TIME*
Supporting Doc.: *SUPPORTING DOCUMENTS TO THE PRESENT DOCUMENT*

Dear Sirs,

With reference to the terms of the Transmission Agreement, number and the Annexes thereof, signed between us, we hereby request that you proceed to the adjustment of the Natural Gas reception at the Exit Point....., as per the data contained in the following table:

<i>EXIT POINT</i>	<i>Number of Metering Device</i>	<i>Beginning</i>		<i>Expiration</i>		<i>Capacity [Nm³/Hour]</i>
		<i>Date</i>	<i>Time</i>	<i>Date</i>	<i>Time</i>	

The reasons imposing the above adjustment are the following:

.....
.....
.....
.....
.....

Sincerely,

For the Operator,

.....

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