NETWORK CODE FOR THE REGULATION OF THE NATIONAL NATURAL GAS SYSTEM

2ND REVISION

(CODIFIED TEXT)

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CHAPTER 1

GENERAL PROVISIONS

Article 1
Definitions

The terms used in the Network Code for the Regulation of the National Natural Gas System (hereinafter the "Network Code") shall have the meaning attributed to them in Article 2 of Law 4001/2011 (Government Gazette A 179) (hereinafter the "Law") or in the various provisions of the Network Code. The terms hereunder shall have the following meaning:

1. Off-Spec Gas: Natural Gas not compatible with Natural Gas (Quality) Specifications.
2. LNG Ship Disconnection: Disconnecting an LNG Ship's grounding, telecommunications, unloading arms, and emergency signals from the LNG Facility.
3. Reserved (Transmission) Capacity for Delivery: The maximum Natural Gas Quantity per Entry Point that the Operator commits to be able to receive from a Transmission User per Day at the specific Entry Point, as per the Transmission Agreement entered into between them (MWh/Day).
4. Reserved (Transmission) Capacity for Reception: The maximum Natural Gas Quantity per Exit Point that the Operator commits to be able to deliver to a Transmission User per Day at the specific Exit Point, as per the Transmission Agreement entered into between them (MWh/Day).
5. Reserved Interruptible (Transmission) Capacity for Delivery: The maximum Natural Gas Quantity per Entry Point that the Operator commits to be able to receive from a Transmission User per Day at the specific Entry Point and may be interrupted by the Operator as per the terms of the Agreement entered into between the User and the Operator, in accordance with Article [20^{B}] (MWh/Day).
6. Reserved Interruptible (Transmission) Capacity for Receipt: The maximum Natural Gas Quantity per Exit Point that the Operator commits to be able to deliver to a Transmission User per Day at the specific Virtual Exit Point and may be interrupted by the Operator as per the terms of the Agreement entered into between the User and the Operator, in accordance with Article [20^{B}] (MWh/Day).
7. Reserved (Transmission) Capacity for Virtual Reception: The maximum Natural Gas Quantity per Virtual Exit Point that the Operator commits to be able to deliver virtually to a Transmission User per Day at the specific Exit Point and may be interrupted by the Operator as per the terms of the Agreement entered into between the User and the Operator, in accordance with Article [20^{F}] (MWh/Day).
8. Operator: The National Natural Gas System Operator S.A. (DESFA S.A.).

9. LNG Facility Regasification Capacity (Regasification Capacity): The maximum LNG Quantity per Day that can be regasified at an LNG Facility (MWh/Day).

10. Reserved Regasification Capacity: The maximum LNG Quantity per Day that can be regasified at an LNG Facility (MWh/Day) on behalf of an LNG User, in accordance with the LNG Facility Usage Agreement entered into with the Operator (MWh/Day).

11. LNG User's Nominated LNG Quantity: The sum of the LNG User's LNG Cargoes transported on the same LNG Ship and discharged on the same Discharge Day, as specified in the last Final Monthly LNG Schedule prior to LNG Injection.

12. Nominated LNG Quantity: The sum of all LNG Cargoes transported on the same LNG Ship and discharged on the same Discharge Day, as specified in the last Final Monthly LNG Schedule prior to LNG Injection.

13. Nominated Balancing LNG Quantity: The Balancing LNG Cargo specified in the last Final Monthly LNG Schedule prior to LNG Injection.

14. Week: A period of seven (7) consecutive days beginning at 8 am on Saturday and ending at 8 am the following Saturday.

15. Natural Gas Reception Facility: Any User or Customer facility connected to the Transmission System into which the Natural Gas received at an Exit Point is being injected.

16. Injected LNG Quantity: The LNG Quantity measured after completing the LNG Cargo Injection into the LNG Facility, notwithstanding the stipulations in Article [68].

17. Injected Balancing LNG Quantity: The LNG Quantity calculated as per para. [4] of Article [68] after completing the Balancing LNG Cargo Injection into the LNG Facility.

18. LNG Injection: The delivery of LNG to the Operator at the LNG Delivery Point.

19. Parties Involved: As per the Emergency Plan provisions.

20. Year: A period of twelve (12) consecutive months beginning at 8 am on January 1st and ending at 8 am on January 1st of the following 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 xv, para. 2, Article 68 of the Law.

22. Day: A period beginning at 8 am on a calendar day and ending at 8 am on the following calendar day.

23. Regulation No 715/2009: Regulation (EC) 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) No 1775/2005.

24. Regulation No 994/2010: Regulation (EC) 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 Measurements Regulation: The Regulation provided for in the first subparagraph of para. 3, Article 69 of the Law.

26. Tariff Regulation: The Primary Activities Tariff Regulation of the National Natural Gas System approved in accordance with the procedure laid down in para. 1, Article 88 of the Law.

27. Major Project: Any NNGS-related development, support or interconnection project having a budget over five million euros [€5,000,000].

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 such User (MWh/hour).

30. Maximum Reserved (Transmission) Capacity (MRTC, MWh/day): Defined per Transmission User as the highest value of the following two entities:

    A) The sum of the Total Reserved (Transmission) Capacity for Delivery plus the Reserved Interruptible Delivery (Transmission) Capacity at all Entry Points and Virtual Entry Points where a Transmission User is active.

    B) The sum of the Total Reserved (Transmission) Capacity for Reception plus the Reserved Interruptible Reception (Transmission) Capacity plus the Reserved Virtual Reception (Transmission) Capacity at all Exit Points and Virtual Exit Points where a Transmission User is active.

31. NNGS Usage Average Charge: As calculated in the Tariff Regulation.

32. (Transmission) Capacity: The maximum Natural Gas Quantity that may flow through NNGTS per Day, without risk to the system's smooth and safe operation (MWh/Day).

33. Delivery (Transmission) Capacity: The maximum Natural Gas Quantity per Day that may be delivered at an Entry Point per Day (MWh/Day).

34. Reception (Transmission) Capacity: The maximum Natural Gas Quantity per Day that may be received at an Exit Point per Day (MWh/Day).

35. Month: A period beginning at 8 am on the first day of a calendar month and ending at 8 am on the first day of the following calendar month.

36. Minor Project: Any NNGS-related development, support or interconnection project having a budget no more than five million euros [€5,000,000].

37. Flow: The Natural Gas Quantity flowing through an NNGTS point per hour (MWh/hour).

38. Customer: The Transmission User or LNG User, if also a Natural Gas consumer, or the entity with whom the User has entered into contractual relations and offers services to at Exit Points.

39. Tariff Calculation Period: As defined in the Tariff Regulation.

40. Development Plan: The NNGS Development Plan approved in accordance with the procedure laid down in subpara. g, para. 2, Article 69 of the Law.

41. Scheduled Project: Any NNGS-related development, support or interconnection project included in a Development Plan or in the List of Minor Projects, or has been included in the NNGS, in accordance with the provisions laid down in para. 1, Article 67 of the Law and decision No. Δ1/Γ/1588/2007 (Government Gazette B' 60) issued by the Minister for Development, and has not been completed yet.

42. Natural Gas (Quality) Specifications: The (quality) specifications of Natural Gas transmitted through the NNGS, as defined in Annex [I] to the Network Code.

43. LNG Delivery Point: The connection arms between LNG Facility and LNG Ship.

44. Connected System: Any Natural Gas System or Natural Gas Distribution System connected to the NNGTS.

45. LNG Ship Connection: An LNG Ship's grounding and connection of the LNG Ship's telecommunications, unloading arms and emergency signals to the LNG Facility.

46. B Coefficient: The NNGS Short Usage Charge Coefficient as per 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 approved by RAE upon the Operator's recommendation, as applicable, pursuant to the provisions of Article 73 of the Law and Article 10 of Regulation No 994/2010.

49. NNGS Usage Tariff: The NNGS Usage Tariff approved in accordance with the procedure laid down in para. 5, Article 88 of the Law and as per the Tariff Regulation.

50. LNG Cargo: The LNG Quantity to be injected into the LNG Facility by an LNG Ship, excluding any LNG Cargo for Balancing and offsetting Operational Gas, unless specified otherwise in the provisions herein.

51. LNG Cargo for Balancing and offsetting Operational Gas (Balancing LNG Cargo): The LNG Quantity to be injected into the LNG Facility with the purpose of being used by the Operator for Load Balancing and offsetting the Transmission System's Operational Gas, as per Chapter [8], on the condition that it is transported along with the LNG Cargo on the same LNG Ship and delivered to the Operator at the connection point of the LNG Facility's unloading arms.

52. Transmission User: Any User who has entered into a Natural Gas Transmission Agreement, as per the provisions of Article [8], or a Natural Gas Interruptible Transmission Agreement, as per the provisions of Article [20^{C}], or a Natural Gas Virtual Reverse Flow Agreement, as per the provisions of Article [20^{F}] with the Operator.

53. LNG User: Any User who has entered into an LNG Facility Usage Agreement with the Operator, as per the provisions of Article [71].

Article 2
Natural Gas Import and Export Points

1. A Natural Gas Import Point (Import Point) is a point through which Natural Gas enters the NNGS from another country's Natural Gas System at the borders of the Hellenic Territory or from an INGS (Independent Natural Gas System). If an LNG Facility is part of the NNGS, then the Import Point is understood to be the LNG Delivery Point at the Facility.

2. A Natural Gas Export Point (Export Point) is a point through which Natural Gas exits the NNGS towards another country's Natural Gas System at the borders of the Hellenic Territory or an INGS or a Distribution Network or a Natural Gas Reception Facility.

Article 3
Possession of Natural Gas

1. In the course of his duties, the Operator obtains exclusive possession of the Natural Gas delivered at any Import Point by Users and under no circumstances does he obtain any ownership rights over the Natural Gas transmitted through the NNGS. Possession of Natural Gas is transferred to Users at Export Points.

2. Users are obliged to deliver Natural Gas or LNG to the Operator and the Operator is obliged to keep it free from any encumbrance, as well as any taxes, duties, stamp duties or other rights for 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 transmission through the NNGS.

Article 4
Transmission System Entry and Exit Points

1. An NNGTS Entry Point (Entry Point) is the inlet of any metering equipment through which Natural Gas is injected into the Transmission System.

2. An NNGTS Exit Point (Exit Point) is the outlet of any metering equipment through which Natural Gas is injected from the Transmission System into a Connected System or Natural Gas Reception Facility.

3. An LNG Entry Point is the Entry Point through which the regasified LNG is delivered to the NNGTS from an LNG Facility.

4. With the exception of LNG Entry Points, each Entry or Exit Point may, in accordance with the Network Code, be considered as a virtual reception Exit Point of a Natural Gas Quantity (Virtual Exit Point) or a virtual delivery Entry Point of a Natural Gas Quantity (Virtual Entry Point), respectively.

5. A Virtual Nomination Point (VNP) is an NNGTS point, with the exception of Entry and Exit Points, where transactions of Natural Gas Quantities may take place between Transmission Users. The VNP is the point where virtual delivery

and virtual reception of Natural Gas Quantities between Transmission Users and the Operator are considered to take place.

Article 5
Distribution Network Exit Point

1. A Distribution Network Exit Point (DNExP) is considered to be collectively all Exit Points through which Natural Gas is received for the purpose of supplying a Distribution Network.

2. The Reception (Transmission) Capacity of each Distribution Network Exit Point is calculated as the sum of Reception (Transmission) Capacities of all Exit Points that belong to the said DNExP.

3. The Operator may deliver Natural Gas to be received by a Transmission User at any Exit Point belonging to a specific DNExP, in order to ensure the safe and effective operation of the Transmission System.

4. In case the Transmission User serves, among others, Natural Gas Distribution Networks, the following shall apply for each Distribution Network:

   A) The Transmission User reserves Reception (Transmission) Capacity at the respective DNExP and not at the individual Exit Points that comprise the DNExP.

   B) The Transmission User submits Weekly and Daily Nominations, as per Chapter [4], with regards to the respective DNExP and not the individual Exit Points that comprise the DNExP.

   C) Any Exit Point references in the Network Code shall be taken as also referring to a DNExP, unless expressly specified otherwise.

   D) Any entity or charge which, according to the Network Code, is calculated based on the Natural Gas Quantity nominated for delivery or actually delivered at a Transmission System Exit Point shall be calculated based on the total Natural Gas Quantity nominated for delivery or actually delivered, respectively, at the DNExP, unless expressly specified otherwise.

Article 6
Natural Gas and LNG Quality

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 comply with the Natural Gas (Quality) Specifications.

CHAPTER 2

RENDERING UNINTERRUPTIBLE NATURAL GAS TRANSMISSION SERVICES

Article 7
Uninterruptible Transmission Services

1. In accordance with the specific terms and conditions of the Network Code, the Operator is obliged to offer Users the following Uninterruptible Transmission Services (Transmission Services) in the most cost-effective, transparent and direct manner, without discriminating among Users:

   A) Reception of Natural Gas Quantity by the Operator from one or more Entry Points, or virtually from the VNP.

   B) Transmission of Natural Gas Quantity through the NNGTS.

   C) Delivery of Natural Gas Quantity by the Operator to one or more Exit Points, or virtually to the VNP.

   D) Performance of all necessary measurements using metering devices at Entry and Exit Points.

2. The above Transmission Services are also provided for Virtual Entry Points, solely for the purposes of Article [19].

3. An Uninterruptible Natural Gas Transmission Agreement must be entered into between the Operator and the User for the provision of Transmission Services.

Article 8
Uninterruptible Natural Gas Transmission Agreement

1. The Uninterruptible Natural Gas Transmission Agreement (Transmission Agreement) is entered into between:

   A) The Operator.

   B) Entities registered in the NNGS Users Registry, as per Article 72 of the Law.

2. The Transmission Agreement is entered into for a minimum term of one (1) Day or for integral multiples of such term.

3. The Transmission Agreement is prepared in writing, based on the standard agreement published as per the provisions of case a), para. 2, Article 68 of the Law (Standard Transmission Agreement).

4. The Transmission Agreement grants the contracting User a right to proceed to all relevant legal actions, in compliance with the provisions of the Network Code, and obliges them to pay any charges applicable under the NNGS Usage Tariff and the provisions of the Network Code.

5. The Transmission Agreement shall specify at least the following:

A) The Entry Points to which the Transmission User has the right to deliver Natural Gas to the Operator in order to be injected into the Transmission System, and for each Entry Point covered under the scope of the Transmission Agreement:

(i) The Reserved (Transmission) Capacity for Delivery.

(ii) The Maximum Hourly Delivery Quantity, with the exception of a Virtual Entry Point.

(iii) The minimum and maximum Natural Gas delivery pressure, with the exception of a Virtual Entry Point.

and/or

B) The Exit Points from which the Transmission User has the right to receive Natural Gas from the Transmission System, and for each Exit Point covered under the scope of the Transmission Agreement:

(i) The Reserved (Transmission) Capacity for Reception.

(ii) The Maximum Hourly Reception Quantity.

(iii) The minimum and maximum Natural Gas reception pressure.

C) The Auxiliary Services provided to the Transmission User.

D) The terms pertaining to the provision of the Transmission Services and the Auxiliary Services by the Operator and the User's obligations and rights, according to the Network Code.

E) The contractual liability limitations of contracting parties and the required guarantees that should be deposited by the Transmission User to enter into the Agreement, as well as the procedures for the Operator to invoice and Transmission User to pay the value of services rendered.

F) The cases of Force Majeure, breach or termination of the Agreement, as well as the dispute settlement procedure for disputes resulting from the application of the Agreement terms.

G) The procedure for modifying the Agreement and adjusting the Agreement terms should the regulatory framework on natural gas market changes.

H) Whether the VNP is being used or not.

6. In order to enter into a Natural Gas Transmission Agreement, a Request for the Provision of Natural Gas Transmission Services is submitted to the Operator in writing or via the Electronic Info System by the entities stated in case B), para. [1] of Article [8], as per the provisions of the Standard Transmission Agreement. The Request is accompanied by the documents and data defined in the Standard Transmission Agreement. The Request submission date (Transmission Request Date) may be up to one (1) year earlier than the requested Transmission Services start date. If the applicant has entered into at least one Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reversed Flow Agreement with the Operator in the past twelve (12) months following submission of a Transmission Request or if the applicant is registered in the Potential Counterparty Users Register as per Article [8^{A}], then only the required supporting documents that have been modified since the immediately previous Request to enter into an agreement or

to enter/update a registration in the Register shall be re-submitted along with the new Request, as well as an attestation by the applicant's legal representative to the effect that the remaining supporting documents already submitted are still valid and have not been modified. When submitting a Request for the Provision of Natural Gas Transmission Services which includes Virtual Entry Points, details (ii) and (iii) of case A), para. [5] shall not be included.

7. When evaluating the requests, the Operator respects the time priority of submissions.

8. Notwithstanding the stipulations laid down in para. [11], the Operator decides about the request within five (5) business days from the Transmission Request Date. If the Operator considers that the request is complete and there are no grounds to dismiss it in accordance with the provisions of para. [13], they shall ask the applicant to sign the Transmission Agreement within ten (10) business days from the Transmission Request Date and, in any event, until 13:00 the day before the first Day on which the Transmission Agreement becomes effective. If that Day is a Saturday, then the deadline for signing the Transmission Agreement is by 9:00.

9. Notwithstanding the stipulations laid down in para. [11], if the Operator finds omissions in the documents submitted, or if the provision of para. [5], Article [10] applies, the Operator shall ask the applicant to complete or amend accordingly the request within eight (8) business days from the Transmission Request Date. If the applicant does not submit to the Operator the required data in time, the request shall be rejected. The Operator shall make a decision about the request's formal completeness within two (2) business days from having received the new details submitted by the applicant. If there are no grounds to dismiss the request in accordance with the provisions of para. [13], the Operator shall ask the applicant to sign the Transmission Agreement within five (5) business days from having received the new details submitted by the applicant and, in any event, until 13:00 the day before the Day on which the Transmission Agreement becomes effective. If that Day is a Saturday, then the deadline for signing the Transmission Agreement is by 9:00.

10. Notwithstanding the stipulations laid down in para. [11], if the date of signing the Agreement and the Transmission Services starting date fall within the same Week, the Transmission User shall submit to the Operator a Weekly Nomination in accordance with the provisions of Article [23] or shall revise the Weekly Nomination in accordance with the provisions of Article [24^{A}], respectively, for all Days of the Week during which the Transmission Services are being rendered within one (1) hour of signing the Transmission Agreement. The Operator shall approve or amend the Weekly Nomination in accordance with the provisions of Articles [24] or [24^{A}] within one hour of submission.

11. If the Request is about entering into a one (1) day Transmission Agreement, the applicant may submit the Request to the Operator until 16:45 the Day before the Transmission Services starting Day if they meet at least one of the following conditions:

    A) They are registered in the Potential Counterparty Users Register for the Operator and have updated their registration, provided that the conditions are satisfied, as defined in Article [8^{A}].

B) They have signed at least one Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reversed Flow Agreement with the Operator in the past twelve (12) months following submission of a Transmission Request, and the supporting documents already submitted along with the immediately previous Request have not been modified.

An attestation by the applicant's legal representative is also submitted along with the Request to the effect that the remaining supporting documents already submitted as part of the registration procedure in the Potential Counterparty Users Register, as per Article [8^{A}], are still valid and have not been modified. The Operator shall make a decision about the Request within thirty (30) minutes from submission. If the Operator considers that the Request is complete and there are no grounds to dismiss it in accordance with the provisions of para. [13], they shall ask the applicant to sign the Transmission Agreement within thirty (30) minutes.

12. The rejection of a request is fully reasoned by the Operator, then notified to the applicant along with any supporting documents and information, and is communicated to RAE.

13. Denial of access to the Transmission System is allowed provided that:

A) Signing the Agreement may prevent the Operator from fulfilling their assigned obligations to provide the public utility services.

B) The reasons in Article 68, para. 2, case a), subpara. 5 of the Law apply and the procedure therein has been followed.

C) The available Delivery or Reception (Transmission) Capacity at the Entry or Exit Points, respectively, which is defined in the Request for the Provision of Natural Gas Transmission Services is not enough to cover the applicant's demands, notwithstanding the provisions laid down in Articles [14], [15] and [16], in which case signing the Transmission Agreement with the applicant is postponed until having signed an assignment agreement or having completed the release procedure for the respective (Transmission) Capacity. To determine the available Delivery (Transmission) Capacity at Entry Points, the following are taken into account: any Released (Transmission) Capacity as per Article [15], any Returned Delivery (Transmission) Capacity as per Article [20^{AC}], and any Additional (Transmission) Capacity as per Article [20^{AB}].

D) The Maximum Hourly Delivery or Reception Natural Gas Quantity requested exceeds the maximum Supply allowed at the respective Entry or Exit Point, as specified in accordance with Articles [30] and [35] of the Network Code, or if the provision of para. [5], Article [10] applies and the applicant fails to revise their Request as per the Operator's instructions.

E) The required maximum or minimum Natural Gas delivery pressure at an Entry Point or Natural Gas reception pressure at an Exit Point is not compliant with the Natural Gas Delivery and Reception Conditions for the specific Entry or Exit Point, respectively, as specified in accordance with Articles [30] and [35] of the Network Code.

F) The (Transmission) Capacity Reservation rules are not respected in accordance with Article [10].

14. The Operator shall publish the text of the Standard Transmission Agreement on their website, including the Annexes thereto.

Article 8^{A}

Potential Counterparty Users Register of the Operator

1. The Operator shall keep a Potential Counterparty Users Register. Anyone wishing to enter into a Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reversed Flow Agreement with the Operator may submit the supporting documents specified in the relevant Standard Agreement at any time in the year in which they intend to conclude an Agreement with the Operator and no more than twenty (20) business days prior to the potential Transmission Services or Interruptible Transmission Services or Virtual Reversed Flow Services starting date.

2. Along with the supporting documents, the applicant shall submit to the Operator a Request to register in the Potential Counterparty Users Register of the Operator (Request).

3. If there are no omissions in the documents submitted, the Operator shall make a decision about the Request within five (5) business days from the Request Date.

4. If the Operator finds omissions in the documents submitted, the Operator shall ask the applicant to complete or amend the request accordingly within eight (8) business days from the Request Date. If the applicant does not submit the required data to the Operator in time, the Request shall be rejected. The Operator shall make a decision about the Request's completeness within two (2) business days from having received the new details submitted by the applicant.

5. If the Operator considers that the Request is complete, the applicant is registered in the Potential Counterparty Users Register of the Operator.

6. Any Entities registered in the NNGS Users Registry, as per Article 72 of the Law, are entitled to register in the Potential Counterparty Users Register of the Contractor.

7. Any User registered in the Potential Counterparty Users Register of the Operator is obliged to update their registration, in particular upon modification or expiration of any supporting documents, within twelve (12) months from the last registration/update of registration. When updating registration, the User registered in the Potential Counterparty Users Register of the Operator shall submit to the Operator any supporting documents which have been modified or expired as well as an attestation by the User's legal representative – their signature authenticated – to the effect that the remaining supporting documents already submitted are still valid and have not been modified.

8. The Operator shall remove from the Potential Counterparty Users Register of the Operator those Users who have failed to update their registration in the Potential Counterparty Users Register of the Operator within twelve (12) months from the last registration/update of registration. In this case the Operator shall notify in writing both the User removed and RAE within two (2) days. To re-register a User removed from the Potential Counterparty Users Register of the Operator, the User shall re-submit all necessary supporting documents and have the Request reassessed as per this article.

Article 9
Auxiliary Services

1. The Operator is obliged to offer Users Auxiliary Services in the most cost-effective, transparent and direct manner, without discriminating among Users.
2. The Operator shall publish on their website a list of Auxiliary Services they may offer to Transmission Users under the Transmission Agreement, as well as the relevant tariffs. The above obligation shall not apply to Load Balancing. The conditions for Load Balancing performed by the Operator and the relevant charges to Transmission Users are set in accordance with the provisions of Chapter [8].
3. The Auxiliary Services list is updated on the Operator's responsibility.
4. The Auxiliary Services list and any updates thereof shall be communicated to RAE.

Article 10
Reservation of Delivery and/or Reception (Transmission) Capacity

1. Under the Transmission Agreement, the Transmission User reserves Delivery (Transmission) Capacity at Entry Points, Virtual Entry, and/or Reception (Transmission) Capacity at Exit Points of the Transmission System. No Delivery/Reception (Transmission) Capacity is reserved at the VNP.
2. The Delivery (Transmission) Capacity that may be allocated by the Operator to Users at a Virtual Entry Point for the purpose of being reserved equals the sum of the Total Reserved (Transmission) Capacity for Reception of Transmission Users at the respective Exit Point.
3. If a Transmission User enters into more than one (1) Transmission Agreements, the following shall apply:
   A) A Transmission User's Total Reserved (Transmission) Capacity for Delivery and Total Reserved (Transmission) Capacity for Reception at an Entry Point and an Exit Point, respectively, through which the User is being served, is calculated for each Day as the sum of the Reserved (Transmission) Capacity for Delivery and Reception at the specific Entry Point and Exit Point, respectively, by means of any Transmission Agreement in effect at the said Day.
   B) The Maximum Hourly Delivery and Reception Quantity at each Entry Point and Exit Point, respectively, through which the User is being served, is calculated for each Day as the sum of the Maximum Hourly Delivery and Reception Quantity nominated by the User for the specific Entry and Exit Points, respectively, by means of any Transmission Agreement in effect at the said Day.
4. If two or additional Transmission Users reserve 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 that Point as per Articles [30] and [35], as the case may be, which equals the ratio of the

User's Total Reserved (Transmission) Capacity for Delivery or Reception to the Total Delivery or Reception (Transmission) Capacity at the said Entry or Exit Point, respectively. The said Transmission Users may agree on a Maximum Hourly Delivery or Reception Quantity which, for some of them, exceeds the maximum limit calculated as per the previous subparagraph, provided 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 that Point. The agreement is prepared in writing and notified to the Operator, who then proceeds to the modification of the relevant Transmission Agreements.

5. If a Request for the Provision of Natural Gas Transmission Services is submitted, which involves an Entry or Exit Point where Delivery or Reception (Transmission) Capacity, respectively, has already been reserved by one or more Transmission Users, the following shall apply:

   A) Provided that the Maximum Hourly Delivery or Reception Quantity nominated in the Request, when summed up with the Maximum Hourly Delivery or Reception Quantity for all Transmission Users at the relevant Point, exceeds the maximum Natural Gas Supply defined for this Point in accordance with Articles [30] and [35], the Operator shall inform the applicant and shall indicate how to amend the Request to ensure that the provisions of para. [4] are complied if the Request is accepted and taking into account the Transmission Users' Transmission Agreements for that same Point.

   B) If the Request is accepted, the Operator shall amend the Transmission Agreements of the other Transmission Users, upon written notice, to ensure compliance with the provisions of para. [4]. Modifying the Maximum Hourly Delivery or Reception Quantity, as per provisions of this paragraph, does not constitute a modification requiring the written amendment of the Natural Gas Transmission Agreement. The realisation of the above modifications does not require the consent of Transmission Users.

6. By RAE decision, upon the Operator's recommendation and in accordance with the provision of para. 3, Article 71 of the Law, part of the NNGTS Entry Point(s) Delivery (Transmission) Capacity or part of the LNG Facility Regasification Capacity is reserved for the provision of public utility services, particularly for the security of gas supply. The Operator's recommendation:

   A) Shall document fully the reasons for which it is necessary to apply the above provision and all relevant evidence shall be submitted.

   B) Shall describe the terms under which the said capacity may be offered to Users in order to serve the Natural Gas demand in the Greek territory, as well as to import Natural Gas for exporting purposes in the short term.

   C) Shall include an estimate of the time and actions needed to increase the Delivery (Transmission) Capacity enough to remove the reasons for the measure.

7. Ten percent (10%) of the available Delivery Transmission Capacity at the Entry Points shall be exclusively allocated to Users for the purpose of reserving Delivery Transmission Capacity by means of Transmission Agreements with a

one (1) year maximum term. The Operator is obliged to announce the exact size of the Delivery Transmission Capacity corresponding to the above rate in the Electronic Info System.

Article 11

Modification of Reserved (Transmission) Capacity for Delivery/Reception upon Transmission User request

1. When the Transmission Agreement is in force, the Transmission User may request a change of their reserved (Transmission) Capacity for Delivery/Reception regardless of the Agreement term, if the Reserved (Transmission) Capacity is allocated to another user in accordance with the procedure laid down in Article [14].

2. When considering requests to change the Reserved (Transmission) Capacity for Delivery/Reception as above, the Operator shall take into account the relevant provisions of the Network Code and in particular para. [13] of Article [8], Articles [15], [16], [20^{AB}] and [20^{AC}], as well as the reliable, safe and efficient operation of the NNGTS. The rejection of the Transmission User's request is reasoned by the Operator and communicated to RAE.

3. In the aforementioned cases, provided that the Transmission User's request is accepted, the Operator modifies promptly the Transmission Users' Reserved (Transmission) Capacity for Delivery/Reception, amends accordingly the relevant Transmission Agreements and updates, as the case may be, the Reserved (Transmission) Capacity Register, the Electronic Info System and the Electronic Transactions System.

Article 12

Compulsory Modification of a Transmission User's Reserved (Transmission) Capacity for Delivery/Reception

1. When the Transmission Agreement is in force, a Transmission User's Reserved (Transmission) Capacity for Delivery/Reception is compulsorily modified by the Operator, provided that the reasons under Articles [15], [16], [20^{AB}] and/or [20^{AC}] apply, and the application procedure therein has been followed.
2. Modifying the Transmission User's Reserved (Transmission) Capacity for Delivery/Reception as per the provisions of this article does not constitute a modification requiring the written amendment of the Natural Gas Transmission Agreement. The said modifications apply immediately upon issuance of the Operator's approval, as per the provisions of para. 5, Article 71 of the Law. The Operator's decision states the reasons for the modification and the duration of such modification.

3. In the aforementioned cases, the Operator modifies promptly the Transmission Users' Reserved (Transmission) Capacity for Delivery/Reception and, as the case may be, the Reserved (Transmission) Capacity Register for Delivery/Reception, the Electronic Info System and the Electronic Transactions System.

Article 13

Reserved (Transmission) Capacity Register for Delivery/Reception

1. The Operator enters in the Reserved (Transmission) Capacity Owner Register for Delivery/Reception (Owner Register) the Transmission Users who have entered into a Transmission Agreement in accordance with this Chapter, as well as the Transmission Users who have entered into Agreements in accordance with Chapter 2^{A}.

2. For each Transmission User, the Operator enters in the Owner Register the Transmission Capacity reserved at each Entry Point, Virtual Entry Point, Exit Point and Virtual Exit Point in accordance with the terms of the Transmission Agreements, Interruptible Services Transmission Agreements and Virtual Reversed Flow Agreements concluded. The Operator updates the Register whenever the above parameters change.

3. Following a relevant request by a Transmission User, the Operator issues an extract of the Register (Reserved (Transmission) Capacity for Delivery/Reception Certificate) including the following details at a minimum:

   A) The Certificate's issue date and the Day to which the details in the Certificate pertain.

   B) The Transmission User's details.

   C) Where appropriate, the number of Transmission Agreements, Interruptible Services Transmission Agreements and Virtual Reversed Flow Agreements concluded between the User and the Operator, and for each Agreement:

      (i) The start and end Day for the provisions of the corresponding Transmission Services, Interruptible Transmission Services and Virtual Reversed Flow Services.

      (ii) The Reserved (Transmission) Capacity for Delivery and Reserved Interruptible (Transmission) Capacity for Delivery per Entry Point.

      (iii) The Reserved (Transmission) Capacity for Reception and Reserved Interruptible (Transmission) Capacity for Reception per Exit Point.

      (iv) The Reserved (Transmission) Capacity for Delivery per Virtual Entry Point.

      (v) The Reserved (Transmission) Capacity for Virtual Reception per Virtual Exit Point.

   D) The Transmission User's Total Reserved (Transmission) Capacity for Delivery, as per para. [3] of Article [10] and total Reserved Interruptible Delivery (Transmission) Capacity per Entry Point.

   E) The Transmission User's Total Reserved (Transmission) Capacity for Reception, as per para. [3] of Article [10], total Reserved Interruptible Reception (Transmission) Capacity and total Reserved Virtual Reception (Transmission) Capacity) per Exit Point and Virtual Exit Point.

Article 14

Assignment of Reserved (Transmission) Capacity for Delivery/Reception

1. Each Transmission User (Transmission Assignor) may enter into an assignment agreement with another User (Transmission Assignee) for the entire or part of the (Transmission) Capacity reserved at an Entry or Exit Point (Assigned Reserved (Transmission) Capacity for Delivery/Reception). By virtue of the assignment agreement, the Transmission Assignor and the Transmission Assignee agree that the Transmission Assignee enters fully the rights and obligations of the Transmission Assignor that arise from the provisions of the Network Code and the terms of the Assignment Agreement and is rendered exclusively responsible against the Operator for the fulfilment of these obligations and particularly those concerning Load Balancing and payment of the effective NNGS Usage Tariff.

2. The assignment agreement becomes effective upon the Operator's written consent. To this end, the parties shall notify, in writing, the Operator by submitting every detail concerning the said assignment at least two (2) business days prior to the effective Day of the assignment. The Operator shall not consent and the agreement shall not be effective if at least one of the following conditions applies:

   A) An assignment would result in a violation of the provisions of Article [10] and/or Article [70] relating to the Transmission Assignor or the Transmission Assignee.

   B) If the assignment agreement expiry date is later than the expiry date of the Transmission Agreement relating to the in respect to assignment of Delivery/Reception (Transmission) Capacity being assigned.

   C) If the Reserved Delivery/Reception (Transmission) Capacity exceeds the Transmission Assignor's Reserved Delivery/Reception (Transmission) Capacity.

   D) The Transmission Assignee has not completed the procedure of entering into a Transmission Agreement with the Operator at least one (1) Day prior to the Day on which the assignment takes place and for the size of the Assigned Reserved Delivery/Reception (Transmission) Capacity.

3. Provided that the conclusion of the above Transmission Agreement falls under the case described in para. [10] and [11] of Article [8], the Transmission Assignor is obliged to submit a revises Weekly Nomination as per Chapter [4].

Article 14^{A}

Lease of Reserved (Transmission) Capacity for Delivery/Reception

1. Each Transmission User (Transmission Lessor) may enter into a Delivery/Reception (Transmission) Capacity lease agreement with another User (Transmission Lessee) for the entire or part of the Delivery/Reception (Transmission) Capacity reserved at an Entry or Exit Point.

2. By virtue of the Delivery/Reception (Transmission) Capacity lease agreement, the Transmission Lessor undertakes on behalf of the Transmission Lessee to

deliver Natural Gas Quantities at the Entry Points and/or receive Natural Gas Quantities from the Exit Points, as set out in the lease agreement.

3. The Delivery/Reception (Transmission) Capacity lease agreement determines at minimum:

   A) The procedure by which the Transmission Lessor may request from the other party the termination of part or the entire leased Delivery/Reception (Transmission) Capacity, if this is required to serve the Transmission Lessor's Customers.

   B) The payment which the Transmission Lessor shall pay to the Transmission Lessee in the event of lease termination as per case A). The compensation shall be determined by the Transmission Lessor taking into account the probability of lease termination during the period when the lease Agreement is in force, as estimated by the Transmission Lessor, based on Natural Gas demand trend projections and relevant historical data.

   C) The procedure of allocating the Natural Gas Quantities of the Transmission Lessor and of the Transmission Lessee at the Entry and Exit Points used by both parties.

4. Leasing Delivery/Reception (Transmission) Capacity does not require the Operator's consent. The Transmission Lessor remains solely liable to the Operator for the fulfilment of the terms arising from the provisions of the Network Code and the terms of the Transmission Agreement with the Operator, including those relating to Load Balancing and paying the effective NNGS Usage Tariff, and is obliged to inform the Operator about any Reserved Delivery/Reception (Transmission) Capacity lease within two (2) business from having entered into the lease agreement. The Transmission Lessor shall inform the Operator for each lease termination as per case A) of para. [3].

5. The Transmission Lessor shall submit Weekly and Daily Nominations, as per Chapter [4].

Article 15

Release of Unused Reserved (Transmission) Capacity for Delivery/Reception for Transmission Agreement terms longer than one year

1. By reasoned decision, the Operator releases in accordance with the provision of para. 5, Article 71 of the Law, the entire or part of the Delivery (Transmission) Capacity reserved by the Transmission User at an Entry Point, taking into account any relevant changes in Articles [11] and [12], provided it was not used nor offered under the Assignment procedure in Articles [14] and [20^{A}] and the Reserved (Transmission) Capacity Return procedure in Article [20^{AC}].

2. An Unused Reserved (Transmission) Capacity for Delivery shall be released in accordance with para. [1], under the following cumulative circumstances:

   A) There is a Delivery (Transmission) Capacity reservation request at that Point as per Article [8] and the available Delivery (Transmission) Capacity at the Point is not enough to meet this request; and

B) The average value of the sum of the Delivery (Transmission) Capacity used and the Delivery (Transmission) Capacity offered under the Assignment procedure in Articles [14] and [20^{A}] on the secondary market and under the Return procedure in Article [20^{AC}] over twelve (12) consecutive months preceding the request submission Month in case A), is less than 80% of the Delivery (Transmission) Capacity reserved by the Transmission User at the Entry Point for the above period.

3. The Delivery (Transmission) Capacity is released for the portion and period required in order to fully satisfy the applicant as per case A) of para. [2].

4. The above transfer does not require the consent of the Transmission User whose Delivery (Transmission) Capacity is being released.

5. The Operator shall send to RAE, in electronic and editable form, a detailed list (Usage List), which shall include as a minimum for the past three months, per Day, Entry Point and User the following:

   A) The Natural Gas Quantity that the User nominated to deliver at that Point according to the Daily Nomination.

   B) The Natural Gas Quantity allocated to the Transmission User at the Final Allocation.

   C) The User's Reserved (Transmission) Capacity for Delivery per Entry Point and per Transmission Agreement between the User and the Operator.

6. The Usage List is submitted to RAE along with the Report on Offering the Unused (Transmission) Capacity as per Article [20^{A}].

7. If, according to the Usage List information and details of Reports on Offering the Unused (Transmission) Capacity as per Article [20^{A}], the following occur:

   A) A systematic non-use of Reserved (Transmission) Capacity for Delivery, as per case B), para. [2], which may adversely affect the ability of a third party to access the NNGS, the economic efficiency of such capacity, the safety of supply and the ability to provide public utility services; and

   B) Non-offer on the secondary market under Article [20^{A}] of the whole or part of the Reserved (Transmission) Capacity for at least twelve (12) consecutive Months,

   then RAE may ask the Operator to call the LNG User for clarifications within a period of at least fifteen (15) days in order to justify the non-use of the Delivery (Transmission) Capacity reserved at that Point. If the User does not justify in time or sufficiently the non-use of the Delivery (Transmission) Capacity, then the Operator by own decision shall release part of the Reserved (Transmission) Capacity for Delivery calculated by multiplying the Reserved (Transmission) Capacity for Delivery by a value resulting either from 20% of the Delivery (Transmission) Capacity reserved by the Transmission User at the Entry Point or the difference from the ratio of the mean value of the sum in case B), para. [2], to the Reserved (Transmission) Capacity for Delivery (Unused Capacity), whichever is higher. The release time to apply the first application measure for the User shall be thirty (30) Days. The release time doubles with each release applied to the same User. Provided that up to four (4) releases have been

applied for the same Point and the same User within forty-eight (48) consecutive months as per this paragraph, the Operator shall release the User's Unused Capacity as above for the remaining Agreement term.

8. The Transmission User whose Delivery (Transmission) Capacity is being released shall only be relieved of the obligation to pay a consideration for the released (Transmission) Capacity, according to the NNGS Usage Tariff, only after the applicant has signed an Agreement with the Operator as per case A), para. [2] (or other interested parties have done so) and only for the specific Delivery (Transmission) Capacity part to which the new Agreement pertains and for the Agreement term.

9. By virtue of a Transmission Agreement between the applicant as per case A), para. [2] and the Operator or other interested party as a result of para. [7], the Operator shall reduce as per Article [12] the Transmission User's Reserved (Transmission) Capacity for Delivery by the quantity released over the term of the Transmission Agreement between the Operator and the applicant.

10. The released Delivery (Transmission) Capacity is added to the available Delivery (Transmission) Capacity at that Point starting on the Day of release and reduced or eliminated upon signing the agreement between the applicant as per case A), para. [2] and the Operator or other interested party.

11. All decisions of the Operator regarding the release of Delivery (Transmission) Capacity in accordance with this Article shall be communicated to RAE and the relevant Transmission User, and shall be announced on the Operator's website both in Greek and English.

Article 16

Release of unused Reserved (Transmission) Capacity for Reception

1. If a User submits a request to reserve Reception (Transmission) Capacity at an Exit Point for the purpose of serving a Customer already being served by another Transmission User and:

   A) The applicant User provides a written statement by the Customer or the Customer's Supplier that the Customer or Supplier will be served by the applicant User and that they will stop being served by the other Transmission User or that they will not be served by that Transmission User for a specified period; and

   B) The available Reception (Transmission) Capacity at the Exit Point is not sufficient,

   the Operator shall release, by reasoned decision in accordance with the provision of para. 5, Article 71 of the Law, from the Transmission User serving the Customer or Supplier, that part of the Reserved (Transmission) Capacity for Reception required to serve the Customer or Supplier and accordingly shall reserve for the applicant User a Reception (Transmission) Capacity of at least equal size at the relevant Exit Point for the period stated in the Nomination of the Customer or the Customer's Supplier.

2. The above transfer does not require the consent of the Transmission User whose Reception (Transmission) Capacity is being released.

3. The Transmission User whose Reception (Transmission) Capacity is being released shall be exempt from paying the corresponding amount in accordance with the NNGS Usage Tariff for the release time of the said Reception (Transmission) Capacity. The User in favour of whom the above Reception (Transmission) Capacity is being released shall enter into a separate Transmission Agreement to release this capacity and shall be obliged to pay the corresponding amount to the Operator in accordance with the NNGS Usage Tariff for the release time of the said Reception (Transmission) Capacity.

Article 17

Article 18

Article 19
Resale of Natural Gas

1. Each Eligible Customer (Offering Customer) may offer to another Eligible Customer (Receiving Customer) for resale Natural Gas Quantities acquired from a Natural Gas Supplier or self-imported, in accordance with the contents of this article.

2. The Offering Customer shall notify 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 shall nominate in the abovementioned notice the Days wishing to offer Natural Gas, the maximum Natural Gas Daily Quantity to be resold on each Day, the price requested, the terms of the proposed Resale Agreement, as well as the number of business days the Customer needs to examine the Purchaser's creditworthiness prior to signing a Natural Gas resale agreement.

3. The Operator shall register, within two (2) days from reception, in the Electronic Transactions System each notice for Resale Offer that meets the above requirements, maintaining the anonymity of the Offering Customer.

4. The Operator shall create and apply a procedure in the Electronic Transactions System to allow other Eligible Customers to declare their acceptance of the Resale Offer and also to inform accordingly the Offering Customer about such acceptance, always abiding by the confidentiality terms with regard to the Asignee. Within one (1) Day from receiving 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 Receiving Customer has accepted the Offer by that time.

5. The Resale Offer acceptance shall bind the Receiving Customer to proceed with the resale agreement, on the condition that the Offering Customer approves of the Receiving Customer’s creditworthiness within the period specified in the Resale Offer.

6. At least five (5) days prior to the beginning of the Natural Gas resale, the Offering Customer shall submit in writing to the Operator a Natural Gas Resale Request nominating as a minimum the Days during which resale shall be in

force, the maximum Natural Gas Quantity to be resold during such Day, and the Exit Point from where the resold Natural Gas Quantity shall be received. The Receiving Customer shall submit a statement along with the Natural Gas Resale Request to the effect that they accept the above.

7. The Operator is obliged to accept or reject, giving a reasoned justification, the Natural Gas Resale Request within five (5) days.

8. The Operator shall have no liability whatsoever against the resale contracting parties or any other party, in respect of the authority, acceptance or any breach of the resale agreement terms, as these have been published in the Electronic Transactions System for Resale Offers.

9. Until the Electronic Transactions System becomes operational, the provisions of para. [2] to [8] shall not apply.

10. The requirements to engage in Natural Gas resale are for the Operator to accept the Natural Gas Resale Request, provided that para. [7] applies, and to have in force a Transmission Agreement, by virtue of which the following are ensured (as per Article [10]):

    A) The Delivery (Transmission) Capacity at Virtual Entry Points corresponding to Exit Points used to serve the Offering Customer; and

    B) The Reception (Transmission) Capacity at Exit Points from where the Receiving Customer is being served.

11. The above Transmission Agreement may be concluded between the Operator and:

    A) The Offering Customer, if an NNGS User; or

    B) The Receiving Customer, if an NNGS User; or

    C) A third User.

12. To conclude a Transmission Agreement, the procedure laid down in Article [8] is followed. The following must be submitted along with the Request for the Provision of Natural Gas Transmission Services:

    A) A statement by the Receiving Customer to the effect that they accept the Natural Gas resale by the Offering Customer.

    B) A statement by both the Offering Customer and the Receiving Customer regarding the conclusion of a Transmission Agreement by the Offering Customer or the Receiving Customer or by a third User, as the case may be, for the purpose of Natural Gas Resale.

13. Throughout the Transmission Agreement term, the Transmission User shall submit Weekly and Daily Nominations regarding the virtual delivery of Natural Gas Quantity at the Virtual Entry Points specified in the Transmission Agreement, as they would have done in case of Entry Points under Chapter [4], for the Transmission and reception of this Quantity at the Exit Points used to serve the Receiving Customer and specified in the Transmission Agreement. The Natural Gas Quantity nominated each Day by the Transmission Customer in their Weekly or Daily Nomination for virtual delivery at each Virtual Entry Point may not exceed the Quantity nominated for reception on account of the Offering Customer for that same Day at that same Exit Point.

14. Any additional details about application of this article shall be regulated by a decision of the Operator, then approved by RAE in accordance with the provision of para. 5, Article 69 of the Law, and published under their responsibility.

Article 20
Congestion Management

1. If the (Transmission) Capacity reserved by the Transmission Users at any Entry or Exit Point exceeds two thirds (2/3) of that Point's (Transmission) Capacity, the Operator shall promptly notify RAE and all Users.

2. The above notification obligation shall not apply in case of an Exit Point serving only one (1) exclusive Natural Gas consumer.

3. The Operator shall promptly notify RAE in case the (Transmission) Capacity available at an Entry or Exit Point is not enough to meet a User's request to reserve (Transmission) Capacity at that Point allowing the User to serve a new Natural Gas consumer (Congestion).

4. The notice of the previous paragraph shall be accompanied by the Operator's assessment on feasibility, cost and time of Congestion relief, as well as feasibility through additional Maintenance or investment to increase (Transmission) Capacity at that Entry or Exit Point.

Article 20^{A}
Offering unused Reserved (Transmission) Capacity for Delivery/Reception on the secondary market

1. Transmission Users shall offer to third interested Users for the purpose of assignment (as per Article [14]) or lease (as per Article [14^{A}]) the amount of Reserved (Transmission) Capacity for Delivery/Reception, which they will not use for a specified period, in accordance with provisions of this article.

2. Notwithstanding para. [5] on offering the unused Reserved (Transmission) Capacity for Delivery/Reception on the secondary market, the Offering User must submit to the Operator a relevant proposal in writing and also request that their proposal be entered in the Electronic Transactions System. This offer shall nominate the Entry or Exit Points and for each such Point, the size of the Reserved (Transmission) Capacity being offered, the Day or the period for which the Reserved (Transmission) Capacity is being offered, the consideration required by the Offering User against offering the (Transmission) Capacity and also, when offered for lease, the provisions laid down in case A), para. 3 of Article [14^{A}].

3. The Operator shall reject in writing the User's offer within the next business day from receiving the offer and shall not enter any proposals to offer Reserved (Transmission) Capacity for Delivery/Reception in the Electronic Transactions System if:

   A) The proposal does not include all the information required according to para. [2]; or

B) The Reserved (Transmission) Capacity being offered exceeds the Offering User's Total Reserved (Transmission) Capacity for Delivery or Reception at an Entry or Exit Point, respectively, based on the Transmission Agreements the User has entered into.

4. The Operator shall enter in the Electronic Transactions System, within two (2) business days following acceptance, all accepted proposals of offering the available Reserved (Transmission) Capacity for Delivery/Reception. Such entry shall be carried out in a manner to ensure anonymity of the Offering User and confidentiality of information pertaining to the interested Users. The interested Users shall declare their acceptance of the proposal to offer the Reserved (Transmission) Capacity for Delivery/Reception via the Electronic Transactions System. The Offering User shall be informed of such acceptance via the Electronic Transactions System. The Operator shall remove from the Electronic Transactions System any proposals to offer the Reserved (Transmission) Capacity on the secondary market within one (1) business day from receiving in writing a relevant notice by the Offering User.

5. Until the Electronic Transactions System becomes operational, Transmission Users may offer any unused Reserved (Transmission) Capacity for Delivery/Reception on the secondary market by any of the following means:

A) According to the procedure described in para. [2] to [4], where:

(i) Any reference to the Electronic Transactions System shall be construed to refer to the Electronic Info System.

(ii) Acceptance of an offering proposal by the Offering User and the relevant notification to the Offering User on the part of the Operator, according to para. [4], shall be carried out via fax or email.

B) After bilateral negotiations, provided that all provisions in Article [14], in case of an assignment, and Article [14^{A}], in case of a (Transmission) Capacity lease, are complied with. Following the expiration of the relevant procedure, the Operator shall publish the Entry or Exit Points concerning the assignment or lease, and the size of the Reserved (Transmission) Capacity for each such Point that has been assigned or leased, as well as the effective Date or the assignment or lease term for that (Transmission) Capacity.

C) In accordance with an open season procedure conducted by the Offering User, which is based on market mechanisms and announced on the Offering User's website and on the Electronic Info System. In this case, the Offering User shall inform the Operator in writing about the commencement of this open season procedure, also requesting that the announcement be posted on the Electronic Info System. The User's announcement shall include all details in para. [2], as well as the procedure of holding an open season and allocating the (Transmission) Capacity to interested parties. Upon completion of the procedure, the Offering User shall inform in writing the Operator about the open season procedure results and the details necessary to complete the assignment or lease procedure, as per Articles [14] and [14^{A}] respectively. Following completion of the applicable procedure, the Operator shall announce on the Electronic Info System the Entry or Exit Points relating to the

assignment or lease, and the size of the Reserved (Transmission) Capacity for each such Point that has been assigned or leased, as well as the assignment or lease term for that (Transmission) Capacity.

6. Within thirty (30) days after the end of each calendar quarter, the Operator shall submit to RAE a Report on Offering the Unused Reserved (Transmission) Capacity. The report shall describe the offers of unused Reserved (Transmission) Capacity by Transmission Users to other interested Users for each of the previous three (3) Months, including all relevant details relating to the offering procedure.

7. The Operator shall keep records in electronic form for a duration of at least five (5) years, which shall include:

   A) The size of the Delivery/Reception (Transmission) Capacity per Entry or Exit Point that has been assigned or leased.

   B) The term of the assignment or lease.

   C) Any details related to lease termination.

8. By decision of the Operator, following RAE approval, according to para. 5 of Article 69 of the Law, a maximum consideration may be fixed for the assignment or lease proposals of the Reserved (Transmission) Capacity as per para. [2] and [5], for a specified duration that may not exceed two (2) months, insofar as it is established that the consideration has reached unjustifiably high levels on the basis of fair competition rules and the specific availability conditions of the (Transmission) Capacity when examining application of the measure, also taking into account the NNGS Usage Tariff. The modalities of application of the measure shall be stipulated in that same Operator's decision

Article 20[AB]

Offering Additional Delivery (Transmission) Capacity and Repurchase Procedure

1. Additional Delivery (Transmission) Capacity is the uninterruptible (Transmission) Capacity offered by the Operator for the purpose of being reserved by Users, in addition to the Delivery (Transmission) Capacity at an NNGS Entry Point, with the exception of the LNG Entry Point. The Additional Delivery (Transmission) Capacity is added to the Delivery (Transmission) of an NNGS Entry Point and taken into account when determining respectively the available Delivery (Transmission) Capacity at that Point.

2. The Operator shall publish the following in the Electronic Info System, no later than the 15th Day prior to the beginning of Month M:

   A) The Additional Delivery (Transmission) Capacity at each NNGTS Entry Point, with the exception of the LNG Entry Point for Month M, which has a fixed value for the entire Month and may be equal to or greater than zero.

   B) The Delivery (Transmission) Capacity available for each Day of Month M, as determined by taking into account the Additional Delivery (Transmission) Capacity.

C) A brief report to justify specifically their estimates of Additional Delivery (Transmission) Capacity.

3. The methodology for calculating the Additional Delivery (Transmission Capacity) for each NNGTS Entry Point, with the exception of the LNG Entry Point, is published by the Operator in the Electronic Info System. To determine the Additional Delivery (Transmission) Capacity at each Point, with the exception of the LNG Entry Point, the following points are taken into account, in particular:

   A) Historical data on Natural Gas Quantities delivered by Transmission Users at each Entry Point for Month M and the results of a relevant statistical analysis of such data.

   B) The total Reserved (Transmission) Capacity for Virtual Reception at this Entry Point, as a Virtual Exit Point, as well as historical data on Natural Gas Quantities received virtually from Transmission Users at that Entry Point, as a Virtual Exit Point.

   C) The Annual Maintenance Schedule or any Emergency Maintenance.

   D) The reliable, safe and efficient operation of the NNGS.

4. The Operator is obliged to recalculate the Additional Delivery (Transmission) Capacity upon RAE's request.

5. If all or part of the Additional Delivery (Transmission) Capacity has been reserved for one (1) Day at an Entry Point and the Transmission Users' Daily Transmission Nominations, in accordance with Article [26], show that the difference between the Natural Gas Quantities to be delivered at an Entry Point and subsequently received virtually at another Entry Point as a Virtual Exit Point exceeds that Point's Delivery (Transmission) Capacity, the Operator shall ask the Transmission Users to offer to the Operator, against a consideration, part of the (Transmission) Capacity reserved, up to the Daily Delivery Quantity amount in accordance with the Daily Nominations submitted, reducing the Natural Gas Quantity by at least the same amount as that nominated by the Transmission Users for delivery at the specific Entry Point on Day D (Repurchase Procedure). Transmission Users who have entered into a Transmission Agreement with the Operator as per Article [8] and Article [20^{F}] may participate in the Repurchase Procedure in order to use those Entry Points, provided that they have submitted a non-null Daily Nomination in the course of the Day pertaining to using the said Entry Point.

6. The Repurchase Procedure is applied to every Day of Month M, as long as the conditions of the previous paragraph apply. The starting time of the Repurchase Procedure (Repurchase Starting Deadline) is set to be within fifteen (15) minutes from the Deadline for the Submission of Daily Nominations as per para. [2] of Article [26]. The Repurchase Procedure shall be completed within forty-five (45) minutes from the Repurchase Starting Deadline (Repurchase Completion Deadline).

7. Once the Repurchase Procedure begins, the Operator shall announce in the Electronic Information System the Repurchase (Transmission) Capacity and the Maximum Repurchase Unit Price for each Entry Point included in the Repurchase Procedure.

8. The Repurchase (Transmission) Capacity is calculated for each Entry Point as the difference between the sum of Natural Gas Quantities to be delivered at an Entry Point by Transmission Users in accordance with the Daily Nominations of Transmission Users pursuant to Article [26] and the Delivery (Transmission) Capacity at the Entry Point.

9. The Maximum Repurchase Unit Price shall be calculated for each Transmission System Entry Point according to the following formula:

   MBUS = Bmax x TCCCi x P

   Where:

   Bmax: The highest numeric value of B Coefficient used to reserve Delivery (Transmission) Capacity at this Entry Point based on the B Coefficient of Users' Transmission Agreements in force pertaining to reserving capacity at this Point.

   TCCCi: The (Transmission) Capacity Charge Coefficient, reduced per day (€/MWh) of the Year it relates to, for the Transmission System Entry to which the said Entry Point belongs, in accordance with the NNGS Usage Tariff.

   P: An Increment Coefficient set to 1.02. After the end of the Year following the Year of the Network Code's implementation, the Increment Coefficient is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the start of every Year.

10. Bids shall be submitted via the Electronic Transactions System. Until the Electronic Transactions System becomes operational, bids shall be submitted electronically using the "User Bid Submission" form which is published in the Electronic Info System.

11. Each bid consists of a price (Repurchase Increment Unit Price, €/MWh) and the Natural Gas Quantity corresponding partly or wholly to the (Transmission) Capacity reserved by the User (Repurchase Increment Quantity, MWh/Day) by means of an Agreement or Transmission Agreements at that Entry Point for the purpose of being repurchased by the Operator.

12. The User may submit up to five (5) bids for the Repurchase Procedure within thirty (30) minutes from the Repurchase Starting Deadline (Repurchase Submission Deadline).

13. The Repurchase Increment Unit Price may be zero up to the value of the Maximum Repurchase Unit Price.

14. A bid is valid if submitted by the requested deadline, if it includes the details in para. [11] and of it meets the conditions laid down in para. [10] to [13].

15. In evaluating the bids, the Operator shall prepare a Bid Rating Table in electronic form to register each valid bid, the Repurchase Increment Unit Price and the Repurchase Increment Quantity. After having completed the registration procedure for all bids, the Operator sorts the bids in ascending order by the Repurchase Increment Unit Price. Bids having the same Unit Price are considered as equal and are ranked in the same ranking in the Rating Table.

16. After having prepared the Bid Rating Table, the Operator shall make a decision about the bids based on their ranking in the Table (value increment), starting from the bids with the lowest Repurchase Increment Unit Price, as follows:

A) For the first value increment set based open on the lowest Repurchase Increment Unit Price deriving from the valid bids of those participating to the Repurchase Procedure, the remaining portion of the Repurchase (Transmission) Capacity at an Entry Point is calculated based on the difference between the Repurchase (Transmission) Capacity at an Entry Point, as announced by the Operator in accordance with para. [7], and the sum of the Repurchase Increment Quantities of all Transmission Users at the specific value increment, as per the data included in their bids.

B) For each subsequent value increment, if the Repurchase Procedure continues after the first value increment, the remaining Repurchase (Transmission) Capacity portion results from the price of the remaining Repurchase (Transmission) Capacity portion of the previous Repurchase Increment Unit Price, cut by the sum of Repurchase Increment Quantities of all Transmission Users at the specific value increment, as per the data included in their bids.

C) In the event that, at a Repurchase Increment Unit Price, the sum of the Repurchase Increment Quantities of Users, based on their bids, is less than the remaining Repurchase (Transmission) Capacity portion at the specific value increment, the Operator shall accept all bids of Users for the specific value increment, according to the corresponding Repurchase Increment Unit Price offered, and proceed to the next value increment.

D) In the event that, at a Repurchase Increment Unit Price, the sum of the Repurchase Increment Quantities of Users, based on their bids, is equal to the Remaining Repurchase (Transmission) Capacity Portion at the specific value increment, the Operator shall accept all bids of Users for the specific value increment, according to the corresponding Repurchase Increment Unit Price offered, and the Repurchase Procedure shall be completed.

E) In the event that, at a Repurchase Increment Unit Price, the sum of the User's Repurchase Increment Quantities is higher than the Remaining Repurchase (Transmission) Capacity Portion at the specific value increment, the Operator shall modify the bids of Users in terms of the Repurchase Increment Quantities for the specific value increment proportionally to the total of Repurchase Increment Quantities nominated by all Transmission Users participating in the specific value increment of the procedure, and the remaining portion of the Repurchase (Transmission) Capacity. Each one of the above the User's Repurchase Increment Quantities shall correspond to the said Repurchase Increment Unit Price and the procedure shall be completed.

17. In the event that, at a Repurchase Increment Unit Price, the price equals the Maximum Repurchase Unit Price and, the specific value increment, the sum of Repurchase Increment Quantities of Users, based on their bids, is less than the remaining Repurchase (Transmission) Capacity portion at the specific value increment, the Operator shall accept all bids of Users for the specific value increment, according to the corresponding Repurchase Increment Unit Price offered, and take the following actions in order to complete the Repurchase Procedure:

A) Shall calculate the final remaining Repurchase (Transmission) Capacity portion as the difference between the sum of Repurchase Quantities at the specific value increment and the remaining Repurchase (Transmission) Capacity portion at that step.

B) Shall allocate to Transmission Users entitled to participate in the Repurchase Procedure, as set out in para. [5] of this article, the final remaining Repurchase (Transmission) Capacity portion on a pro-rata basis of the Natural Gas Quantity that each User has nominated for delivery at that Entry Point, according to their Daily Nomination submitted to the total Natural Gas Quantity to be delivered to the said Entry Point based on the Transmission Users' Daily Nominations submitted.

C) Shall reallocate the allocated Repurchase (Transmission) Capacity portion of case B) to each Transmission User, on a pro-rata basis of the Reserved (Transmission) Capacity for Delivery at the specific Entry Point to the User's Total Reserved (Transmission) Capacity for Delivery. The amounts resulting from the above reallocation shall be the Repurchase Increment Quantities per Transmission User.

D) Shall calculate the repurchase unit price for the above Repurchase Increment Quantities per User. The repurchase unit price per User, for the Repurchase Increment Quantity allocated to the user, is derived by multiplying the B Coefficient to reserve Delivery (Transmission) Capacity at the specific Entry Point, based on the User's Transmission Agreement in force pertaining to reserving capacity at that Point by the (Transmission) Capacity Charge Coefficient, reduced per Day (€/MWh) of the Year it relates to, for the Transmission System Entry to which the said Entry Point belongs.

18. In the event that no bids have been submitted in the course of the Repurchase Procedure or if all bids submitted are invalid, as per stipulations laid down in para. [14], the allocation procedure under para. [17] shall apply to the allocation of the Repurchase (Transmission) Capacity to Transmission Users.

19. The Operator, via the Electronic Info System, shall notify the Transmission Users who submitted bids at the Repurchase Procedure and/or to whom a Repurchase Increment Quantity was allocated as per para. [17] or [18], of the total Natural Gas Quantity to be repurchased (User Repurchase Size) allocated to them, as well as the corresponding unit price in accordance with the "Repurchase Procedure Completion" form. The Operator shall request the Transmission Users to modify the Natural Gas Quantity to be delivered at the Entry Point, in accordance with to Daily Transmission Nomination, reducing it by the Natural Gas Quantity to be repurchased as listed in the "Repurchase Procedure Completion" form and shall re-submit a Daily Transmission Nomination to the Operator within fifteen (15) minutes from the Repurchase Completion Deadline. To approve or reject the Daily Transmission Nomination, the provisions of Chapter [4] shall apply, after having applied the provisions of Article [12].

20. The Operator shall keep records in electronic and editable form for a duration of at least five (5) years, which shall include at a minimum the following, per

Transmission User and per Entry Point for each Day the Repurchase Procedure has been applied:

A) The size of Repurchase (Transmission) Capacity and the weighted average repurchase price per Entry Point.

B) The data submitted by Transmission Users as part of the Repurchase Procedure, per Transmission User and per Entry Point, and the results thereof.

Article 20^{AC}

Return of Reserved (Transmission) Capacity for Delivery/Reception to the Operator

1. Each Transmission User (Offering User) may return to the Operator, so as to reallocate to other interested parties, all or part of the Reserved (Transmission) Capacity for Delivery and/or Reception (Returned (Transmission) Capacity for Delivery and/or Reception), for a specified period in accordance with the provisions of this Article.

2. The Transmission User may not return and the Operator shall not accept the return of all or part of the Delivery and/or Reception (Transmission) Capacity which has been reserved by means of one (1) day Transmission Agreements or registered to be offered on the secondary market in accordance with provisions of Articles [14] and [20^{A}] and for the duration of such offer.

3. The Offering Transmission User is obliged to submit in writing to the Operator an application using the "Reserved (Transmission) Capacity for Delivery/Reception Return Request" template published in the Electronic Info System. The application shall specify separate Entry and Exit Points, and for each such Point:

   A) The size of the Returned (Transmission) Capacity for Delivery/Reception per Transmission Agreement, which may not exceed the Reserved (Transmission) Capacity for Delivery/Reception of each Agreement.

   B) The Transmission Agreement by virtue of which the above entity has been reserved, and

   C) The starting and ending Day of the Returned (Transmission) Capacity for Delivery/Reception offer.

   The (Transmission) Capacity for Delivery/Reception Return Request is submitted at least two (2) business days before the Returned (Transmission) Capacity starting Day.

   The ending Day of offering the Returned (Transmission) Capacity for Delivery and/or Reception is, at the latest, the ending Day of the Transmission Agreement by means of which it was reserved.

4. The next business day after the submission Day of the Offering User's application, the Operator shall make a decision and accordingly shall inform the Offering User in writing of the application’s acceptance or rejection in case the application fails to comply with the provisions of para. [3] of this article.

5. If the application is accepted, the Operator shall update the Electronic Info System. The Returned (Transmission) Capacity for Delivery and/or Reception is added to the available (Transmission) Capacity for Delivery and/or Reception at the Entry of Exit Point, respectively, and shall be offered to all interested parties.

6. If more than one Transmission Users return available (Transmission) Capacity for Delivery and/or Reception at an Entry or Exit Point, the Operator shall respect the submission time priority of their applications.

7. The Offering User reserves all rights and obligations towards the Operator, in particular those of a financial nature set forth in the Transmission Agreement, the NNGS Usage Tariff in relation to the size and the time that the Returned (Transmission) Capacity for Delivery and/or Reception has not been reserved in favour of a third User according to the provisions of Article [8].

8. The Offering User may not offer all or part of the Returned (Transmission) Capacity for Delivery and/or Reception on the secondary market, as per Article [20^{A}], and for the period set by the offer starting Day and ending Day according to the Reserved (Transmission) Capacity for Delivery/Reception Return Request.

9. After conclusion of a Transmission Agreement between the Operator and a third interested User with the purpose to reserve part or all of the Returned (Transmission) Capacity for Delivery and/or Reception, the Operator shall reduce the Reserved (Transmission) Capacity for Delivery and/or Reception of the Offering User by equal amounts as per Article [12], for that part reserved by a third interested User over the period related to the Transmission Agreement ,and shall notify the Offering User in writing.

10. If para. [10] of Article [8] applies, the Transmission Offering User is obliged to submit a revised Weekly Nomination as specified in Article [24^{A}].

11. The Operator shall keep records in electronic and editable form for a duration of at least five (5) years, which shall include at minimum the following:

    A) The size of the Returned (Transmission) Capacity for Delivery and Reception per Entry or Exit Point and the period for which it was returned to the Operator under the procedure of this article.

    B) The portion of the Returned (Transmission) Capacity for Delivery and Reception per Entry or Exit Point reserved by a third interested User and the duration of such reservation.

    C) A list of Transmission Users that have opted for a return.

    D) The percentage of Returned (Transmission) Capacity for Delivery and Reception per Entry or Exit Point compared to the Reserved (Transmission) Capacity for Delivery and Reception per Entry or Exit Point.

CHAPTER 2[A]

RENDERING INTERRUPTIBLE AND REVERSE FLOW NATURAL GAS TRANSMISSION SERVICES

Article 20[B]

Interruptible Natural Gas Transmission Services

1. In accordance with the specific terms and conditions of the Network Code, the Operator shall offer Users the following Natural Gas Transmission Services on an Interruptible Basis (Interruptible Transmission Services) in the most cost-effective, transparent and direct manner, without discriminating among Users, as follows:

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

      (i) Transmission of Natural Gas Quantity through the NNGTS.

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

   B) In case of Reception of Natural Gas Quantity by the Operator at the VNP

      (i) Transmission of Natural Gas Quantity through the NNGTS.

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

   C) Performance of all necessary measurements using metering equipment at Entry and Exit Points.

2. Interruptible Transmission Services are offered by the Operator only at the Entry or Exit Points at which the Point's Delivery or Reception (Transmission) Capacity, respectively, has already been reserved.

3. An Interruptible Natural Gas Transmission Agreement must be entered into between the Operator and the User for the provision of Interruptible Transmission Services.

Article 20[C]

Interruptible Natural Gas Transmission Agreement

1. The Interruptible Natural Gas Transmission Agreement (Interruptible Transmission Agreement) is entered into between:

   A) The Operator.

   B) Entities registered in the NNGS Users Registry, as per Article 72 of the Law.

2. The Interruptible Transmission Agreement is entered into for a term of one (1) Day.

3. The Interruptible Transmission Agreement is prepared in writing, based on the standard agreement published as per provisions of case a), para. 2, Article 68 of the Law (Standard Interruptible Transmission Agreement).

4. The Interruptible Transmission Agreement grants the contracting User a right to proceed to all relevant legal actions, in compliance with the provisions of the Network Code, and obliges them to pay any charges applicable under the NNGS Usage Tariff and the provisions of the Network Code.

5. The Interruptible Transmission Agreement shall specify 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 into the Transmission System, and for each Entry Point covered under the scope of the Interruptible Transmission Agreement:

      (i) The Reserved Interruptible (Transmission) Capacity for Delivery.

      (ii) The minimum and maximum Natural Gas delivery pressure.

      (iii) The possibility to offer the Reserved Interruptible (Transmission) Capacity for Delivery as announced by the Operator and in accordance with Article [20^{D}].

   and/or

   B) The Exit Points at which the Transmission User has the right to receive Natural Gas from the Transmission System, and for each Exit Point covered under the scope of the Interruptible Transmission Agreement:

      (i) The Reserved (Transmission) Capacity for Reception on an uninterruptible or interruptible basis.

      (ii) The minimum and maximum Natural Gas reception pressure.

      (iii) The possibility to offer the Reserved Interruptible (Transmission) Capacity for Reception as announced by the Operator and in accordance with Article [20^{D}], provided that the User requests the reservation of the Interruptible (Transmission) Capacity for Reception at an Exit Point.

   C) The Auxiliary Services provided to the Transmission User.

   D) The terms pertaining to the provision of Interruptible Transmission Services and Auxiliary Services by the Operator and the User's obligations and rights, according to the Network Code.

   E) The contractual liability limitations of contracting parties and the required guarantees that shall be deposited by the Transmission User to enter into the Agreement, as well as the procedure for the Operator to invoice and the Transmission User to pay the value of services rendered.

   F) The cases of Force Majeure, breach or termination of the Agreement, as well as the dispute settlement procedure for disputes resulting from application of the Agreement terms.

   G) The procedure for modifying the Agreement and adjusting the Agreement terms should the regulatory framework on natural gas market changes.

   H) Whether the VNP is being used or not.

6. The Operator shall publish the text of the Standard Interruptible Transmission Agreement on their website, including Annexes thereto.

Article 20[D]

Offering Interruptible Natural Gas Transmission Services

1. Within fifteen (15) minutes from having completed the procedure under Article [27], the Operator shall announce in the Electronic Info System each Entry Point's Daily Additional Interruptible (Transmission) Capacity for Delivery (Additional (Transmission) Capacity for Delivery) and each Exit Point's Daily Additional Interruptible (Transmission) Capacity for Reception (Additional (Transmission) Capacity for Reception) for the following Day. The Operator's announcement shall include the date and time of the announcement. According to this Article, the Interruptible Transmission Services are being offered under a fifty percent (50%) possibility of interruption.

2. An Entry Point's Additional (Transmission) Capacity for Delivery is calculated according to the following formula:

   ATCD = max (0, (DTC – (SNDQ-SNVR)))

   Where:

ATCD	An Entry Point's Additional (Transmission) Capacity for Delivery.
DTC	The Point's Delivery (Transmission) Capacity.
SNDQ	The sum of Natural Gas Quantities for Delivery according to the Transmission Users' approved Daily Nominations during the First Scheduling Stage.
SNVR	The sum of Virtual Reception Quantities for all Transmission Users according to their approved Daily Nominations at the said Point during the First Scheduling Stage.

3. An Exit Point's Additional (Transmission) Capacity for Reception is calculated according to the following formula:

   ATCR = max (0, (RTC – SNRQ))

   Where:

ATCR	An Exit Point's Additional (Transmission) Capacity for Reception.
RTC	The Exit Point's Reception (Transmission) Capacity.
SNRQ	The sum of Natural Gas Quantities for Reception according to the Transmission Users' approved Daily Nominations during the First Scheduling Stage.

4. A right to submit a request for the provision of Interruptible Natural Gas Transmission Services (Request) with the purpose to reserve all or part of Additional (Transmission) Capacity for Delivery or Reception, as per this Article, is granted to entities registered in the Potential Counterparty Users Register for the Operator, as well as to those who have entered into at least one

Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reverse Flow Agreement with the Operator in the past twelve (12) months following submission of a Transmission Request, and the supporting documents already submitted have not been modified. The deadline to submit the Request is one (1) hour from the Operator's announcement of the Additional Interruptible (Transmission) Capacity for Delivery or Reception. An attestation by the applicant's legal representative is also submitted along with the Request to the effect that the remaining supporting documents already submitted as part of the registration/update registration procedure in the Potential Counterparty Users Register, as per Article [8^{A}], or along with the immediately previous Request for the purpose of concluding an agreement with the Operator, are still valid and have not been modified.

5. For the sole and only purpose of this article, the Interruptible (Transmission) Capacity for Delivery or Reception requested for reservation shall be the Daily Delivery or Reception Quantity.

6. When assessing the requests, the Operator shall respect the time priority of submissions.

7. The Operator shall make a decision about the Request within fifteen (15) minutes from submission time. If the Operator considers that the request is complete and there are no grounds to dismiss it in accordance with the provisions of para. [9], the Operator shall ask the applicant to sign a one (1) Day Interruptible Transmission Agreement within thirty (30) minutes from submission time.

8. The Operator shall reject the request in writing if the request is not complete, as well as if the Interruptible (Transmission) Capacity for Delivery or Reception requested exceeds the difference between the Additional (Transmission) Capacity for Delivery or Reception at that Point, as per para. [2], and the sum of the Reserved (Transmission) Capacity for Delivery/Reception at that Point in accordance with this article.

9. The provision of Daily Interruptible Natural Gas Transmission Services shall be performed only via the Electronic Info System.

10. The Operator shall announce in the Electronic Info System the details of providing the financial guarantee stipulated in the Standard Interruptible Transmission Agreement.

Article 20^{E}

Natural Gas Transmission Services with the procedure of Virtual Reverse Flow

1. In accordance with the specific terms and conditions of the Network Code, the Operator shall offer Users the following Natural Gas Transmission Services on an Interruptible Basis with the procedure of Virtual Reverse Flow (Virtual Reverse Flow Services) in the most cost-effective, transparent and direct manner, without discriminating among Users:

   A) Reception of Natural Gas Quantity by the Operator at one or more Entry Points and/or virtually at the VNP.

B) Delivery of Natural Gas Quantity by the Operator at one or more Virtual Exit Points on an interruptible basis.

C) Performance of all necessary measurements using metering equipment at Entry Points.

2. A Virtual Reverse Flow Transmission Agreement must be entered into between the Operator and the User for the provision of Virtual Reverse Flow Services.

Article 20[F]

Virtual Reverse Flow Agreement

1. The Virtual Reverse Flow Transmission Agreement is entered into between:

   A) The Operator.

   B) Entities registered in the NNGS Users Registry, as per Article 72 of the Law.

2. The Virtual Reverse Flow Transmission Agreement is entered into for a minimum term of one (1) Day or for integral multiples of such term.

3. The Virtual Reverse Flow Transmission Agreement is prepared in writing, based on the standard agreement published as per provisions of case a), para. 2 of Article 68 of the Law.

4. The Virtual Reverse Flow Transmission Agreement grants the contracting User a right to proceed to all relevant legal actions, in compliance with the provisions of the Network Code, and obliges them to pay any charges applicable under the NNGS Usage Tariff and the provisions of the Network Code.

5. The Virtual Reverse Flow Transmission Agreement shall specify the following:

   A) The VNP or the Entry Points at which the Transmission User has the right to deliver Natural Gas to the Operator in order to be injected into the Transmission System, and for each Entry Point covered under the scope of the Virtual Reverse Flow Transmission Agreement:

      (i) The Reserved (Transmission) Capacity for Delivery.

      (ii) The Maximum Hourly Delivery Quantity.

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

   B) The Virtual Exit Points at which the Transmission User has the right to receive virtually Natural Gas from the Transmission System, and for each Virtual Exit Point covered under the scope of the Virtual Reverse Flow Agreement

      (i) The Reserved (Transmission) Capacity for Virtual Reception.

      (ii) The possibility to offer the Reserved (Transmission) Capacity for Virtual Reception.

   C) The Auxiliary Services provided to the Transmission User.

   D) Terms pertaining to provision of Virtual Reverse Flow Services and Auxiliary Services by the Operator and User’s obligations and rights, according to the Network Code.

E) Contractual liability limitations of contracting parties and the required guarantees that shall be deposited by the Transmission User to enter into the Agreement, as well as procedures for the Operator to invoice and Transmission User to pay the value of services rendered.

F) Cases of Force Majeure, breach or termination of the Agreement, as well as the dispute settlement procedure for disputes resulting from application of the Agreement terms.

G) The procedure for modifying the Agreement and adjusting the Agreement terms should the regulatory framework on natural gas market changes.

6. No Delivery (Transmission) Capacity is reserved at the VNP.

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

Article 20^{G}

Offering Natural Gas Transmission Services under the Virtual Reverse Flow procedure

1. The Interruptible (Transmission) Capacity for Reception available for the purpose of providing Virtual Reverse Flow Services (Virtual Reception (Transmission) Capacity) at a Virtual Exit Point equals that Point's Delivery (Transmission) Capacity as an Entry Point. The Virtual Reverse Flow Services are being offered under a 95% maximum possibility of interruption.

2. The maximum Natural Gas Quantity received by Users at a Virtual Exit Point each Day D may not exceed the Natural Gas Quantity delivered at that same Point by Users using that Point as an Entry Point.

3. In order to enter into a Virtual Reverse Flow Agreement, a Request for the Provision of Natural Gas Transmission Services under Virtual Reverse Flow (Request) is submitted to the Operator in writing or via the Electronic Info System by the entities stated in case B), para. [1] of Article [20^{F}], as per provisions of the Standard Virtual Reverse Flow Transmission Agreement. The Request is accompanied by the documents and data defined in the Standard Virtual Reverse Flow Agreement. The Request submission date may be up to one (1) year earlier than the requested starting date of Natural Gas Transmission Services under the virtual reverse flow procedure. If the applicant has entered into at least one Transmission Agreement or Interruptible Services Transmission Agreement or Virtual Reverse Flow Agreement with the Operator in the past twelve (12) months following submission of a Request or if the applicant is registered in the Potential Counterparty Users Register as per Article [8^{A}], then only the required supporting documents that have been modified since the immediately previous Request to enter into an agreement or to enter/update the applicant's registration in the Register shall be re-submitted along with the new Request, as well as an attestation by the applicant's legal representative to the effect that the remaining supporting documents already submitted along with the immediately previous Request are still valid and have not been modified.

4. The Operator shall make a decision about the Request within five (5) business days from submission date. If the Operator considers that the Request is

complete and there are no grounds to dismiss it in accordance with provisions of para. [7], they shall ask the applicant to sign the Virtual Reverse Flow Agreement within five (5) business days from submission date and, in any event, until 13:00 of the day before the first Day on which the Virtual Reverse Flow Transmission Agreement becomes effective. If that Day is a Saturday, then the deadline for signing the Virtual Reverse Flow Transmission Agreement shall be 9:00.

5. If the Operator finds omissions in the documents submitted, the Operator shall ask the applicant to complete or amend the Request accordingly within three (3) business days from the request submission Date. If the applicant does not submit to the Operator the required data in time, as per the Operator's instructions, the request shall be rejected. The Operator shall make a decision about the request's formal completeness within two (2) business days from having received the new details submitted by the applicant. If there are no grounds to dismiss the request in accordance with provisions of para. [7], the Operator shall ask the applicant to sign the Virtual Reverse Flow Agreement within three (3) business days from having received the new details submitted by the applicant and, in any event, until 13:00 of the day before the first Day on which the Virtual Reverse Flow Agreement becomes effective. If that Day is a Saturday, then the deadline for signing the Virtual Reverse Flow Transmission Agreement shall be 9:00.

6. If the Request is about entering into a one (1) Day Agreement, the procedure and deadlines in para. [11] or Article [8] shall apply.

7. The Operator shall reject the request in writing if the request is not formally complete and provided that at least one of the following apply:

   A) The Virtual Delivery (Transmission) Capacity requested to be reserved at the Virtual Exit Point exceeds the available Virtual Delivery (Transmission) Capacity at that Point.

   B) If an Entry Point has been reserved, at least one of the requirements in para. [13] of Article [8] applies.

8. When assessing the requests, the Operator shall respect the time priority of submissions.

9. Rejection of the Request shall be reasoned fully by the Operator, then notified to the applicant and communicated to RAE.

10. Transmission Users shall offer to third interested Users for the purpose of assignment (as per Article [14]) or lease (as per Article [14^{A}]) the amount of Reserved (Transmission) Capacity for Delivery at an Entry Point and/or par of the Reserved (Transmission) Capacity for Virtual Reception as per this article, which they will not use for a specified period, in accordance with provisions of Article [20^{A}].

11. The provisions of Articles [15], [20^{AB}] and [20^{AC}] shall apply to all Transmission Users who have reserved Delivery (Transmission) Capacity at an Entry Point and/or Virtual reception (Transmission) Capacity via a Virtual Reverse Flow Agreement.

12. When the Reserved (Transmission) Capacity for Delivery is modified as per the previous paragraphs or the Reserved (Transmission) Capacity for Virtual

Reception is modified as per Article [20^{H}], then Articles [11] and [12] shall apply.

Article 20^{H}

Release of Unused Reserved (Transmission) Capacity for Virtual Reception for Virtual Reverse Flow Agreement terms longer than one year

1. By reasoned decision, the Operator shall release in accordance with the provision of para. 5, Article 71 of the Law, the entire or part of the Virtual reception (Transmission) Capacity reserved by a Transmission User at a Virtual Exit Point, taking into account any relevant changes as per Articles [11] and [12], provided it was not used nor offered under the Assignment procedure in Articles [14] and [20^{A}].

2. Unused Reserved (Transmission) Capacity for Virtual Reception shall be released in accordance with para. [1], under the following cumulative circumstances:

   A) There is a Virtual Reception (Transmission) Capacity reservation request at that Point as per Articles [20^{F}] and [20^{G}] and the available Virtual Reception (Transmission) Capacity at the Point is not enough to meet this request; and

   B) The average value of the sum of the Virtual Reception (Transmission) Capacity used and the Virtual Reception (Transmission) Capacity offered under the Assignment procedure in Articles [14] and [20^{A}] on the secondary market over twelve (12) consecutive months Preceding the request submission Month in case A), is less than:

      (i) 80% of the average value of the total Natural Gas Quantity nominated by all Users according to their Daily Nominations for that period at that Point as an Entry Point, provided that this Quantity is less than the User's Reserved (Transmission) Capacity for Virtual Reception at the Virtual Exit Point.

      (ii) 80% of the User's Reserved (Transmission) Capacity for Virtual Reception at the Virtual Exit Point provided that it is less than the average value of the total Natural Gas Quantity nominated by all Users according to their Daily Nominations for that period at that Point as an Entry Point.

3. The Virtual Reception (Transmission) Capacity is released for the portion and period required in order to fully satisfy the applicant as per case A) of para. [2].

4. The above transfer does not require the consent of the Transmission User whose Virtual Reception (Transmission) Capacity is being released.

5. The Usage List under Article [15] shall include as a minimum the following details for the Virtual Reverse Flow Agreements, per Day, per Entry Point and per User:

   A) The Natural Gas Quantity nominated by the User for virtual reception by the said Virtual Point in the Daily Nomination, both as an absolute

numeric value and a percentage of the Total Natural Gas Quantity nominated for reception by all Transmission Users using the said Entry Point in accordance with their Daily Nominations.

B) The Natural Gas Quantity allocated to the Transmission User at the Final Allocation.

C) The User's Reserved (Transmission) Capacity for Virtual Reception per Virtual Exit Point and per Virtual Reverse Flow Transmission Agreement between the User and the Operator.

6. The report on Offering Unused (Transmission) Capacity as per Article [20^{A}] shall describe the offers of unused Reserved (Transmission) Capacity for Virtual Reception by Transmission Users to other interested Users for each of the previous three (3) Months, including all relevant details relating to the offering procedure.

7. In the case where, according to the Usage List information and details of Reports on Offering Unused (Transmission) Capacity as per Article [20^{A}], the following occur:

A) A systematic non-use of Reserved (Transmission) Capacity for Virtual Reception, as per case B), para. [2], which may adversely affect the ability of a third party to access the NNGS; and

B) Non-offer on the secondary market under Article [20^{A}] of the whole or part of the Reserved (Transmission) Capacity for Virtual Reception for at least twelve (12) consecutive Months,

then RAE may ask the Operator to call the User for clarifications within a period of at least fifteen (15) days in order to justify the non-use of the Virtual Reception (Transmission) Capacity reserved at that Point. If the User does not justify in time or sufficiently the non-use of the Virtual Reception (Transmission) Capacity, then the Operator by own decision shall release part of the Reserved (Transmission) Capacity for Virtual Reception calculated by multiplying the Reserved (Transmission) Capacity for Virtual Reception by a value resulting either from 20% of the Virtual Reception (Transmission) Capacity reserved by the Transmission User at the Virtual Exit Point or the difference from the unity of the mean value of the sum in case B), para. [2] to the Reserved (Transmission) Capacity for Virtual Reception (Unused Capacity), whichever is higher. The release time in the first application of this measure to the User shall be thirty (30) Days. The release time shall double with each subsequent release applied to the same User. Provided that up to four (4) releases have been applied for the same Virtual Exit Point and the same User within forty-eight (48) consecutive months as per this paragraph, the Operator shall release the User's Unused Capacity as above for the remaining Agreement term.

8. The Transmission User whose Virtual Reception (Transmission) Capacity is being released shall only be relieved of the obligation to pay a consideration for the released (Transmission) Capacity, according to the NNGS Usage Tariff, only after the applicant has signed an Agreement with the Operator as per case A), para. [2] (or other interested parties have done so) and only for the specific Virtual Reception (Transmission) Capacity part to which the new Agreement pertains and for the Agreement term.

9. By virtue of a Virtual Reverse Flow Agreement between the applicant as per case A), para. [2] and the Operator or other interested party as a result of para. [7], the Operator shall reduce as per Article [12] the Transmission User's Reserved (Transmission) Capacity for Virtual Reception by the quantity released over the term of the Virtual Reverse Flow Agreement between the Operator and the applicant.

10. The released Virtual Reception (Transmission) Capacity shall be added to the available Virtual Reception (Transmission) Capacity at that Point starting on the Day of release and reduced or eliminated upon signing the agreement between the applicant as per case A), para. [2] and the Operator or other interested party.

11. All decisions of the Operator regarding the release of Virtual Reception (Transmission) Capacity in accordance with this Article shall be communicated to RAE and the relevant Transmission User, and shall be announced on the Operator's website both in Greek and English.

CHAPTER 3

INTERCONNECTIONS

Article 21
Connected System Agreements

1. The Operator may enter into agreements with operators of Connected Natural Gas Systems or Users (Connected System Agreement) in order to enhance the interoperability of Connected Systems, the exchange of information and mutual cooperation. These agreements shall specify the following:

   A) The Entry Points into which Natural Gas shall be injected from an upstream Connected System or, respectively, the Exit Points at which Natural Gas shall be received from the NNGTS.

   B) Any special provisions that govern such Entry Point or Exit Point.

   C) The information procedure and the data to be exchanged between the Operator and the Counter-operator to the Connected System Agreement, in respect of Natural Gas Quantities and (quality) specifications nominated by each User as transmittable through the Connected System in order to be injected into or received from the NNGTS.

2. All Connected System Agreements and each amendment thereof shall be communicated to RAE.

3. The Operator shall proceed to all actions necessary to enter into Connected System Agreements in respect of any existing or new Entry Point or Exit Point. The Operator may decline entering into a Connected System Agreement if it is deemed that entering into such an Agreement may adversely affect the Users, and shall communicate to RAE their reasoned refusal.

4. Transmission Users shall deliver Natural Gas at an Entry Point and shall receive Natural Gas at an Exit Point, taking into consideration the terms of any Connected System Agreement which refers to the relevant Points. Absence of a Connected System Agreement does not exclude Users from delivering or receiving Natural Gas at the relevant Points. The Operator is obliged to inform Users about entering into Connected System Agreements, providing to them all information necessary with regards to the Natural Gas delivery and reception terms in such Agreements.

5. The Connected System Agreements do not release the Transmission or LNG Users or the Operator from their obligations arising out of the Network Code and the relevant Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements and LNG Facility Usage Agreements.

CHAPTER 4

NNGTS OPERATION SCHEDULING

Article 22
Weekly Scheduling

1. To ensure the good, reliable, safe and most cost-effective operation of NNGTS, the Operator shall prepare a Weekly Schedule in order to schedule the NNGTS operation for each Day of the following Week.
2. For this purpose, each Transmission User that has entered into a Transmission Agreement or a Virtual Reverse Flow Agreement with the Operator, shall submit to the Operator a Weekly Natural Gas Delivery and Reception Nomination (Weekly Nomination), in accordance with provisions of Article [23].
3. Weekly Nominations are indicative and shall not generate rights and obligations for the Operator and Transmission Users in relation to the Natural Gas quantities nominated.

Article 23
Submission and content of Weekly Nomination

1. The Weekly Nomination shall be submitted via the Electronic Info System, by 10:00 each Friday (Deadline for Submission of Weekly Nominations) according to the template titled "Weekly Natural Gas Delivery and Reception Nomination" which is published in the Electronic Info System.
2. Until the expiration of the Deadline for Submission of Weekly Nominations, the Weekly Nomination may be freely modified by the Transmission User.
3. The sum of Natural Gas Quantities nominated by the Transmission User for delivery at all Entry Points/Virtual Entry Points and the VNP each Day of the Week referred to in the Weekly Nomination must equal the sum of Natural Gas Quantities nominated for reception at the Exit Points/Virtual Exit Points and the VNP on the same Day.
4. The Transmission User is obliged to nominate separately the following for each Day to which the Weekly Nomination refers:
   A) The Natural Gas Quantity to be delivered at Entry Points and Virtual Entry Points, and received at Exit Points and Virtual Entry Points, based on the respective Transmission Agreements or Virtual Reverse Flow Agreements entered into with the Operator.
   B) For each LNG Facility Usage Agreement serving them, the Natural Gas Quantity to be delivered at an LNG Entry Point.
   C) For each Transmission Agreement serving them, the Natural Gas Quantity to be delivered virtually at the VNP.

D) For each Transmission Agreement or Virtual Reverse Flow Agreement served by the Transmission User, the Natural Gas Quantity to be received virtually at the VNP.

5. If the Transmission User does not submit a Weekly Nomination (as provided for in this article) or a revised Weekly Nomination (as provided for in Article [24^{A}]), then for the purposes of Weekly Scheduling, it is considered that on each Day of the Week referred to in the Weekly Nomination, the said User shall deliver at Entry Points, Virtual Entry Points and the VNP and shall receive at Exit Points, Virtual Exit Points and the VNP null Natural Gas Quantities.

6. The Operator shall file the latest Weekly Nominations of Transmission Users, which were submitted before expiration of the Deadline for Submission of Weekly Nominations and shall keep the data related to the Natural Gas Quantities nominated in electronic and editable format for a minimum of two (2) years from submission.

Article 24
Approval and modification of Weekly Nomination

1. The Operator shall prepare a Weekly Schedule immediately upon expiration of the Deadline for Submission of Weekly Nominations.

2. To prepare the Weekly Schedule, the Operator shall take into consideration the latest Weekly Nomination sent by each Transmission User prior to the expiration of the Deadline for Submission of Weekly Nominations, the NNGS operational limitations, as well as the terms in the Transmission Agreements, Virtual Reverse Flow Agreements and LNG Facility Usage Agreements concluded with Users.

3. The sum of Natural Gas Quantities nominated for virtual delivery at the VNP by all Transmission Users must equal the sum of Natural Gas Quantities nominated for virtual reception at the VNP from Transmission Users on the same Day.

4. The Operator shall modify the Transmission User's Weekly Nomination if at least one of the following conditions applies:

   A) The Nomination does not match the corresponding Transmission Agreement or Virtual Reverse Flow Agreement.

   B) The Nomination does not comply with the Network Code provisions, particularly the provisions of Articles [12], [20^{F}], [23] and [79].

   C) The sum of Natural Gas Quantities for Virtual Reception nominated by Transmission Users at a Virtual Exit Point for one or more Days referred to in the Nomination exceeds the sum of Natural Gas Quantities for Delivery nominated by Transmission Users at that same Point (as an Entry Point).

   D) The sum of Natural Gas Quantities nominated by Transmission Users for virtual delivery at a Virtual Entry Point for one or more Days referred to in the Nomination exceeds the sum of Natural Gas Quantities for reception nominated by Transmission Users at that same Point (as an Exit Point).

5. The Operator, via the Electronic Info System, shall send an act of approval or modification to Transmission Users who submitted a Weekly Nomination, according to the template titled "Approval/modification act of Weekly Natural Gas Delivery and Reception Nomination" which is published in the Electronic Info System within five (5) hours of the Deadline for Submission of Weekly Nominations. The "Approval/modification act of Weekly Natural Gas Delivery and Reception Nomination" includes mainly the contents in para. [4] of Article [23].

6. Modification of a Transmission User's Weekly Nomination shall be specifically justified in the relative Operator's act.

7. The Operator shall file electronically each approval or modification act and shall keep the relevant information concerning Natural Gas Quantities in electronic and editable format for at least five (5) years from submission.

Article 24^{A}

Revision of approved Weekly Nomination

1. Revision of an approved Weekly Nomination is allowed only if the reasons under Articles [14], [15], [16], [20^{AB}] and/or [20^{AC}] apply, and the application procedure therein has been followed.

2. A Revised Weekly Nomination shall be submitted by the User to the Operator, via the Electronic Info System, based on the "Weekly Natural Gas Delivery and Reception Nomination" template published in the Electronic Info System within two (2) hours of completing the assignment procedure as per Article [14], the release procedure as per Articles [15] and [16] and the return procedure of Reserved (Transmission) Capacity as per Article [20^{AC}]. If the Transmission User fails to submit a Revised Weekly Nomination, the modification is performed by the Operator, provided that the nominated deliveries and receptions of Natural Gas Quantities per Entry/Exit Point exceed the Reserved (Transmission) Capacity for Delivery/Reception in Article [12].

3. By means of the revised Weekly Nomination, the Transmission User requests approval of necessary modifications in an approved Weekly Nomination. The Operator shall approve or modify the revised Weekly Nomination as per para. [4] of Article [24].

4. The Operator, via the Electronic Info System, shall send an act of approval or modification to the Transmission User who submitted a revised Weekly Nomination, according to the template titled "Approval/modification act of Weekly Transmission Nomination", within one (1) hour of submitting the Revised Weekly Nomination. The "Approval/modification act of Weekly Nomination" includes mainly the contents in para. [4] of Article [23].

5. Modification of a Transmission User's Weekly Nomination shall be specifically justified in the relative Operator's act.

6. A Weekly Nomination approved or modified by the Operator under this article shall replace the Transmission User's Weekly Nomination previously approved.

7. The Operator shall file electronically each approval or modification act and shall keep the relevant information concerning Natural Gas Quantities in electronic and editable format for at least five (5) years from sending date.

Article 25
Daily Scheduling

1. To ensure the good, reliable, safe and most cost-effective operation of NNGTS, the Operator shall prepare a Daily Schedule in order to schedule the NNGTS operation for the following Day.

2. For this purpose, each Transmission User that has entered into a Transmission Agreement or a Virtual Reverse Flow Agreement or an Interruptible Transmission Agreement with the Operator, shall submit to the Operator a Daily Natural Gas Delivery and Reception Nomination (Daily Nomination), in accordance with provisions of Article [26].

3. The Operator shall prepare the Daily Schedule in two stages.

   A) At first stage, the Operator reviews the Daily Nominations submitted by Transmission Users who have entered into Transmission Agreements and/or Virtual Reverse Flow Agreements with the Operator (First Scheduling Stage).

   B) At second stage, the Operator reviews the Daily Nominations submitted by Transmission Users who have entered into Interruptible Transmission Agreements with the Operator, as per Article [20^{D}], as well as Transmission Users who have entered into Transmission Agreements and/or Virtual Reverse Flow Agreements with the Operator, provided that these serve or are being served by Interruptible Transmission Agreements (Second Scheduling Stage).

Article 26
Submission and content of Daily Nominations

1. Daily Nominations shall be submitted by Transmission Users via the Electronic Info System using the "Daily Natural Gas Delivery and Reception Nomination" template published in the Electronic Info System.

2. Notwithstanding para. [4], Transmission Users who have entered into Transmission Agreements or Virtual Reverse Flow Agreements with the Operator shall submit Daily Nominations by 18:00 the Day before the one these nominations relate to (Deadline for First Stage Nominations).

3. Transmission Users who have entered into Interruptible Transmission Agreements with the Operator shall submit Daily Nominations by 22:45 the Day before the one these nominations relate to (Deadline for Second Stage Nominations).

4. Transmission Users who have entered into Transmission Agreements and/or Virtual Reverse Flow Agreements with the Operator, and partly serve or are being partly served by Interruptible Transmission Services, shall review and submit any Daily Nomination which was approved at the First Scheduling Stage procedure by the Deadline for Second Stage Nominations. A review is allowed only in terms of Natural Gas Quantities relating to the corresponding Interruptible Transmission Agreements that they serve or by virtue of which they are being served.

5. Transmission Users who have entered into Transmission Agreements and/or Virtual Reverse Flow Agreements with the Operator, and serve or are being served exclusively by Interruptible Transmission Services, shall participate only in the Second Scheduling Stage and shall submit a Daily Nomination by the Deadline for Second Stage Nominations.

6. Until expiration of the Nominations Deadline for each relevant stage, the Daily Nominations may be freely modified by Transmission Users.

7. A Daily Nomination is sent by Transmission Users who have entered into a Transmission Agreement or Interruptible Transmission Agreement or Virtual Reverse Flow Agreement with the Operator.

8. Transmission Users are obliged to report in the Daily Nomination the following information for each Transmission Agreement or Interruptible Transmission Agreement or Virtual Reverse Flow Agreement:

   A) The Natural Gas Quantity to be delivered at Entry Points and Virtual Entry Points, and received at Exit Points and Virtual Exit Points, based on the respective Transmission Agreements or Virtual Reverse Flow Agreements or Interruptible Transmission Agreements entered into with the Operator.

   B) For each LNG Facility Usage Agreement serving them, the Natural Gas Quantity to be delivered at an LNG Entry Point.

   C) For each Transmission Agreement or Interruptible Transmission Agreement serving them, the Natural Gas Quantity to be delivered virtually at the VNP.

   D) For each Transmission Agreement or Virtual Reverse Flow Agreement or Interruptible Transmission Agreement served by the Transmission User, the Natural Gas Quantity to be received virtually at the VNP.

9. If the Transmission User does not submit a Daily Nomination, then for the purposes of Weekly Scheduling, it is considered that on the Day of the Week referred to in the Daily Nomination, the said User shall deliver at Entry Points, Virtual Entry Points and the VNP and shall receive at Exit Points, Virtual Exit Points and the VNP null Natural Gas Quantities.

10. The Operator shall file the latest Daily Nominations of Transmission Users, which were submitted before expiration of the Deadline for First Stage Nominations and expiration of the Deadline for Second Stage Nominations and shall keep the data related to the Natural Gas Quantities nominated in electronic and editable format for a minimum of five (5) years from submission date.

Article 27

Approval and rejection of Daily Nomination at First Scheduling Stage

1. To prepare the First Scheduling Stage, the Operator shall take into consideration the latest Daily Nomination sent by each Transmission User prior to the expiration of the Deadline for First Stage Nominations, the NNGS operational limitations, as well as the terms in the corresponding Transmission Agreements,

Virtual Reverse Flow Agreements and LNG Facility Usage Agreements concluded with Users.

2. The Operator, via the Electronic Info System, shall send an act of approval or rejection to Transmission Users who submitted a Daily Nomination, according to the template titled "Approval/rejection act of Daily Nomination" which is published in the Electronic Info System within one and a half (1 1/2) hours of the Deadline for First Stage Nominations. The "Approval/rejection act of Daily Nomination" includes at a minimum the contents in para. [8] of Article [26].

3. The Operator shall reject a Daily Nomination based on the criteria in Article [27^{B}].

4. Rejection of a Transmission User's Daily Nomination shall be specifically justified in the relative Operator's act.

5. In case of a Daily Nomination rejection, the Transmission User may submit a new Daily Nomination as follows:

   A) Intermediate Step of First Scheduling Stage.

      (i) Transmission Users who have entered into Transmission Agreements with the Operator and/or serve or are being served, through the VNP, by Transmission Agreements, shall submit a new nomination within half (1/2) an hour from expiration of the deadline for sending the Operator's rejection act as per para. [2]. The new Nominations shall not include any part of the initial Nomination which relates to serving Virtual Reverse Flow Agreements.

      (ii) At this intermediate stage, no Daily Nominations concerning Virtual Reverse Flow Agreements and Daily Nominations concerning Transmission Agreements serving exclusively Virtual Reverse Flow Agreements shall be submitted.

      (iii) Within half (1/2) an hour from the expiration of the deadline of the previous paragraph (Intermediate Step Deadline Expiration), the Operator shall send an approval or reasoned rejection act to Transmission Users who submitted a new Daily Nomination and shall inform any Users with Virtual Reverse Flow Agreements or Users serving Virtual Reverse Flow Agreements who submitted a Daily Nomination as per para. [2] of these modifications communicated to the User as per para. [2] in this Article and para. [8] in Article [27^{A}].

   B) Final Step of First Scheduling Stage.

      (i) The Users' Daily Nominations in case A.ii) shall be submitted within fifteen (15) minutes from Intermediate Step Deadline Expiration.

      (ii) Within fifteen (15) minutes from the expiration of the deadline in the previous paragraph (Final Step Deadline Expiration), the Operator shall send an approval or reasoned rejection act to Transmission Users who have submitted a new Daily Nomination as per the previous paragraph.

6. If the User's Daily Nomination is rejected by the Operator as per para. [3] and the Transmission User does not submit a new Daily Nomination or if a new Daily Nomination is rejected again by the Operator, it is considered that the said User shall deliver at Entry Points, Virtual Entry Points and the VNP and shall receive at Exit Points, Virtual Exit Points and the VNP null Natural Gas Quantities.

7. The Operator shall keep a record of the approval or rejection acts of Daily Nominations, as well as of the Daily Nominations submitted by Transmission Users as per provisions of this article and shall keep the relevant information in electronic format for at least five (5) years from submission.

Article 27^{A}

Approval and rejection of Daily Nomination at Second Scheduling Stage

1. To prepare the Second Scheduling Stage, the Operator shall take into consideration the latest Daily Nomination sent by each Transmission User prior to the expiration of the Deadline for Second Stage Nominations, the NNGS operational limitations, as well as the terms in the corresponding Transmission Agreements, Virtual Reverse Flow Agreements, Interruptible Transmission Agreements and LNG Facility Usage Agreements concluded with Users.

2. The Operator, via the Electronic Info System, shall send an act of approval or rejection to the Transmission Users who submitted a Daily Nomination, according to the template titled "Approval/rejection act of Daily Nomination" which is published in the Electronic Info System within forty-five (45) minutes of the Deadline for Second Stage Nominations. The "Approval/rejection act of Daily Nomination" includes at a minimum the contents in para. [8] of Article [26].

3. The Operator shall reject a Daily Nomination based on the criteria in Article [27^{B}].

4. Rejection of a Transmission User's Daily Nomination shall be specifically justified in the relative Operator's act.

5. If the Daily Nomination is rejected, the Transmission User is entitled to submit a new Daily Nomination within fifteen (15) minutes of the expiration of the deadline for sending the Operator's rejection act, as per para. [2] in this article.

6. Within fifteen (15) minutes from the expiration of the deadline in the previous paragraph, the Operator shall send an approval or reasoned rejection act to Transmission Users who submitted a new Daily Nomination.

7. If the User's Daily Nomination is rejected by the Operator and the Transmission User does not submit a new Daily Nomination or if the new Daily Nomination is rejected by the Operator, it is considered that the said User shall deliver at Entry Points, Virtual Entry Points and the VNP and shall receive at Exit Points, Virtual Exit Points and the VNP null Natural Gas Quantities.

8. The Operator shall keep a record of the approval or rejection acts of Daily Nominations, as well as of the Daily Nominations submitted by Transmission Users as per provisions of this article and shall keep the relevant information in electronic format for at least five (5) years from submission.

Article 27[B]

Daily Nomination approval and rejection criteria

1. The total of Natural Gas Quantities nominated by the Transmission User for delivery at Entry Points, Virtual Entry Points and the VNP on the Day referred to in the Daily Nomination shall equal the total of Quantities nominated for reception at Exit Points, Virtual Exit Points and the VNP on the same Day.

2. At each Daily Scheduling stage, the sum of Natural Gas Quantities nominated for virtual delivery at the VNP by all Transmission Users, as per the Daily Nominations submitted, shall equal the sum of Natural Gas Quantities nominated for virtual reception at the VNP from all Transmission Users who submitted Daily Nominations for the Day related to the Nomination.

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 Natural Gas Quantities for Reception nominated by Transmission Users at the same Point (as an Entry Point), during the First Scheduling Stage.

   B) May not exceed the sum of Natural Gas Quantities for Delivery as per case A) and the sum of Natural Gas Quantities for delivery in the Daily Nominations during the Second Scheduling Stage.

4. At each Entry Point where Transmission Users have reserved Interruptible (Transmission) Capacity for Delivery, the total of Delivery Quantities as per the Daily Nominations submitted at the Second Scheduling Stage may not exceed the difference between the Point's Delivery (Transmission) Capacity and the Natural Gas Quantity calculated as follows:

   A) The sum of Transmission User's Delivery Quantities according to the Users' approved Daily Nominations at the First Scheduling Stage, less

   B) The sum of Transmission Users' Virtual Reception Quantities at the said Point according to the approved Users' Daily Nominations at the First Scheduling Stage.

5. At each Exit Point where Transmission Users have reserved Interruptible (Transmission) Capacity for Reception, the total of Reception Quantities as per the Daily Nominations submitted at the Second Scheduling Stage may not exceed the difference between the Point's Reception (Transmission) Capacity and the Natural Gas Quantity calculated as the sum of the Transmission Users' Reception Quantities as per the approved Users' Daily Nominations at the First Scheduling Stage.

6. The Operator shall reject a Transmission User's Daily Nomination if at least one of the following conditions applies:

   A) For the First Scheduling Stage:

      (i) The Nomination does not match the corresponding Transmission Agreement or Virtual Reverse Flow Agreement.

      (ii) The Nomination does not comply with the provisions of Article [19].

B) For the Second Scheduling Stage:

(i) The Nomination does not match the corresponding Transmission Agreement and/or Interruptible Transmission Agreement and/or Virtual Reverse Flow Agreement.

(ii) The Nomination does not comply with the provisions of Article [20^{C}].

(iii) If this is a revised Daily Nomination as per para. [4] of Article [26], in case the Transmission User has made further modifications to the ones relating to the corresponding Interruptible Transmission Agreements that they serve or by virtue of which they are being served.

C) Irrespective of Scheduling Stage:

(i) The nomination does not comply with the Network Code provisions, particularly the provisions of para. [1] in this Article and provisions of Articles [20^{AB}], [20^{F}], [26] and [79].

(ii) The nominated Natural Gas Quantities for delivery and reception cannot be met with by taking into account the Delivery (Transmission) Capacity at the Entry Points/Virtual Entry Points and the Reception (Transmission) Capacity at the Exit Points and/or the Virtual Reception (Transmission) Capacity at the Virtual Exit Points on the Day referred to in the Daily Nomination.

7. In case a Daily Nomination rejected by the Operator as per the provisions in the previous paragraph serves or is being served by other Transmission Agreements, Interruptible Transmission Agreements or Virtual Reverse Flow Agreements, the Operator shall reject all Nominations related to the Daily Nomination rejected.

8. At First Scheduling Stage, the Operator shall propose to the Transmission User to modify the Daily Nomination, in case the conditions in para. [3] are not being met regarding the Virtual Reception Quantity in proportion to each User's Virtual Reception Quantity nominated, so as the total of Virtual Reception Quantities nominated for the said Virtual Exit Point to equal the Natural Gas Quantity for Delivery at that Point, as an Entry Point, by Transmission Users, according to the Users' Daily Nominations.

Article 28

Revision of approved Daily Nomination

1. An approved Daily Nomination may be revised, without prejudice to provisions laid down in Article [26], in the following cases:

A) When the Transmission User, due to reasons of Force Majeure affecting them or the facilities of the served Customer, cannot deliver or receive Natural Gas Quantities at to one or more Entry Points or Exit Points, respectively, in accordance with the approved Daily Nomination.

B) When receiving Off-Spec Gas, as per provisions of Article [41].

2. A Revised Daily Nomination shall be submitted to the Operator, via the Electronic Info System, in accordance with the "Natural Gas Delivery and Reception Daily Nomination" template and as per Article [26].

3. By means of the revised Daily Nomination, the Transmission User:

   A) Shall request the necessary modifications to the information in the approved Daily Nomination relating exclusively to the Entry Point and Exit Point affected by the Force Majeure event or by the reception of Off-Spec Gas.

   B) Shall prove, if possible, the Force Majeure circumstances forcing a revision of the approved Daily Nomination and shall estimate the time required to restore the problem that occurred.

4. The Operator, via the Electronic Info System, shall send an act of approval or rejection to the Transmission Users who submitted a revised Daily Nomination, according to the template titled "Approval/rejection act of Daily Nomination" as soon as possible. The "Approval/rejection act of Daily Nomination" includes in particular the contents in para. [8] of Article [26].

5. Rejection of a Daily Nomination shall be specifically justified in the relative Operator's act.

6. A Revised Daily Nomination approved by the Operator shall replace the Transmission User's Daily Nomination previously approved.

7. A Revised Daily Nomination shall be rejected by the Operator for the reasons stated in Articles [27] and [27^{A}] or if the documentation provided by the Transmission User with regards to the Force Majeure circumstances is deemed insufficient.

Article 29
Daily Scheduling Charge

1. For each Day during which the Quantity allocated to the Transmission User, as per provisions of Chapter [7], at an Entry or Exit Point is greater than or less than the Quantity nominated by the User by means of an approved Daily Nomination for delivery at the said Entry Point or foe receipt at the said Exit Point, respectively, by a percentage greater than fifteen percent (15%) (Scheduling Tolerance Limit), the Operator shall charge a Daily Scheduling Charge to the Transmission User.

2. The Daily Scheduling Charge is calculated for each Transmission User and for each Entry and Exit Point by multiplying the entire Quantity in excess or in deficit compared to the Scheduling Tolerance Limit (Daily Scheduling Quantity Charge) by a unit price (Daily Scheduling Unit Charge).

3. The Daily Scheduling Unit Charge is set to 0.3€/MWh HHV. The Daily Scheduling Unit Charge is set by decision of the Operator, upon approval by RAE, according to provision of para. 5, Article 69 of the Law, three (3) months prior to the start of every other Year.

4. Revenues from Daily Scheduling Charge are considered to be Primary Transmission Activity revenues and are credited to the corresponding account kept by the Operator.

5. The Transmission User is exempted from the obligation of paying a Daily Scheduling Charge in the cases expressly provided for by the Network Code.

6. The Daily Scheduling Charge Form is attached to the invoice sent to the Transmission User each Month, as per the template published on the Operator's website, listing separately for each Day a Daily Scheduling Charge is imposed at least the following:

   A) The Entry or Exit Point relating to the Charge.

   B) The nominated and allocated Natural Gas Quantity for Delivery or Receipt at that Point.

   C) The amount of the Daily Scheduling Charge relating to that point.

Article 29^{A}

Quarterly Scheduling Data

Within thirty (30) Days prior to the beginning of each quarter of the Year, Users are obliged to provide their best estimates to the Operator, with regards to the following:

A) The Maximum Hourly Delivery and Reception Quantity at the relevant Entry and Exit Points for each Day of the quarter.

B) The Delivery and Reception (Transmission) Capacity they are willing to reserve at the relevant Entry and Exit Points 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 shall specify and publish the Natural Gas Delivery Conditions applicable at that Point, which shall include as a minimum the following:

   A) The Natural Gas (Quality) Specifications.

   B) The maximum and minimum Natural Gas delivery pressure.

   C) The maximum and minimum Natural Gas Supply through the Entry Point, as well as any limitations to the supply increase or decrease rate at this point.

   D) The data provided for in the NNGS Measurements 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. Transmission Users are obliged to ensure that the Natural Gas to be delivered or delivered at an Entry Point is compatible with the Natural Gas Delivery Conditions applicable for such Point.

3. The Operator is obliged to take to all actions necessary in order to verify the fulfilment of the Natural Gas Delivery Conditions.

Article 31
Natural Gas delivery by Transmission Users

1. A right to deliver Natural Gas at an Entry Point is granted to Transmission Users in accordance with the Transmission Agreement, the Interruptible Transmission Agreement or the Virtual Reverse Flow Agreement they have entered into, as well as the Network Code.

2. Transmission Users shall make every possible effort, including the integration of appropriate terms in any agreements they may enter into in relation to the performance of their activity in the Natural Gas sector, in order 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, thus ensuring that it fulfils the Natural Gas (Quality) Specifications under the Network Code.

3. The Transmission Users shall not be relieved of their responsibilities related to Natural Gas delivered at an Entry Point by means of claiming acts or omissions by a Connected System Operator or any other legal or natural entity that bears legal interests to the above.

4. In the event that, in the course of one Day, several 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 shall deliver Natural Gas at that Point in proportion to the Quantities nominated in the approved Daily Nomination for that Day, regardless of any differentiation related to the reception attributes at the specific Entry Point.

Article 32

Relief from the obligation to accept a Natural Gas Delivery

1. The Operator may not accept, in total or in part, a Natural Gas delivery by a Transmission User in the following cases:

   A) For as long as the Transmission User does not fulfil duly and adequately, willingly or unwillingly, their obligations related to compliance with the Natural Gas Delivery Conditions at the Entry Point, unless such non-fulfilment is due to Operator liability.

   B) To the extent that the Natural Gas Supply at an Entry Point exceeds the Transmission User's Maximum Hourly Delivery Quantity, according to the Transmission Agreement.

   C) To the extent that the total Natural Gas Quantity delivered by the Transmission User in the course of one Day exceeds the sum of the Total Reserved (Transmission) Capacity for Delivery plus the Transmission User's total Reserved Interruptible (Transmission) Capacity for Delivery.

2. In any case of refusal to accept Natural Gas, the Operator shall communicate such refusal to Transmission Users and Connected Systems Operators who have a legitimate interest, in compliance with the procedure of the applicable legislation and the Operator's obligation of confidentiality.

3. The Operator shall be exempted from the obligation to accept, in total or in part, the delivery of Natural Gas at an Entry Point, in case that the pressure downstream the Entry Point compared to the pressure upstream 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 equipment at the Entry Point.

4. The Operator shall be exempted from the obligation to accept, in total or in part, the delivery of Natural Gas at an Entry Point, in the event 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 NNGTS operating pressure near an Entry Point, in order to generate Natural Gas flow from the Connected System to the NNGTS.

Article 33

Off-Spec Gas Delivery

1. The Operator is obliged to notify Transmission Users once realised, as per the procedures in the NNGS Measurements Regulation or any other expedient

means, that the Natural Gas which will be available for delivery or is delivered or has been delivered by Transmission Users at an Exit Point is Off-Spec Gas, notwithstanding para. [3] below.

2. Within three (3) hours from the moment it is established that the Natural Gas which will be available for delivery or is delivered or has been delivered to an Entry Point is Off-Spec Gas, the Operator shall inform in writing Transmission Users with regards to (a) the Natural Gas off-spec quality parameters and their deviation rate; and (b) the estimated time to restore these parameters within Natural Gas (Quality) Specifications. Within three (3) hours from having established that Natural Gas fulfils Natural Gas (Quality) Specifications, the Operator shall inform Transmission Users accordingly.

3. The Operator is not obliged to inform Transmission Users in case the quality parameters of Natural Gas to be delivered or that is delivered or that has been delivered at an Entry Point have been restored within the Natural Gas (Quality) Specifications, within a period less than three (3) hours from the moment it is established that such Natural Gas is Off-Spec Gas.

4. In case of Off-Spec Gas delivery, the Operator is obliged to take all necessary and appropriate measures to render Natural Gas compatible with Natural Gas (Quality) Specifications, provided that this is possible without jeopardising the safe, reliable and cost-effective operation of the NNGS.

5. If the Operator is not able to restore Natural Gas within Specifications, then they may:

   A) Receive such Off-Spec Gas, as long as there is no risk for the safe, reliable and cost-effective operation of the NNGS; or

   B) Limit the injection rate of Off-Spec Gas into the NNGTS or to partially or totally deny delivery or continuation of delivery thereof.

6. If the cases described in the above paragraph apply, the Operator shall inform Transmission Users in writing, justifying the relevant decision.

7. If case B) of para. [5] applies, Transmission Users who have entered into a Transmission Agreement, Interruptible Transmission Agreement or Virtual reverse Flow Agreement with the Operator, which includes the relevant Entry Point, shall not be relieved from the obligations arising out of the provisions of Chapter [8] of the Network Code.

8. The costs incurred to the Operator due to Off-Spec Gas delivery include, without any limitation, the costs and expenses for:

   A) The purification of part or the entire Transmission System or the restoration of any other damage the Operator has suffered as a result of accepting Off-Spec Gas; or

   B) The necessary measures taken by the Operator, so that Off-Spec Gas becomes compatible with Natural Gas (Quality) Specifications.

9. Any Transmission User establishing that Natural Gas available for delivery by them at an Entry Point is Off-Spec Gas, must notify the Operator in writing.

10. If the Operator has been informed in writing by Transmission Users or has established, according to para. [1], that Natural Gas to be delivered at an Entry

Point is Off-Spec Gas and subsequently has accepted to receive it, then they have the right to impose an Off-Spec Gas Charge to each Transmission User who delivered Natural Gas at that Entry Point. This Off-Spec Gas Charge is calculated for each Transmission User by multiplying the total Quantity allocated to the User, in accordance with the procedure of Chapter [7] of the Network Code, for each Day during which Off-Spec Gas was injected into the NNGTS, by a unit price (Off-Spec Gas Unit Charge). Upon payment of this amount, the Operator shall not have or maintain any other claim or right against Transmission Users due to such cause.

11. If the Operator was not informed by a Transmission User or, despite having made every possible effort as a rational and good-in-faith Operator, they failed to establish that the Natural Gas to be delivered or delivered at an Entry Point was Off-Spec Gas, in order to ensure an appropriate course of action, resulting in such Natural Gas entering into the NNGTS, then each Transmission User who delivered Natural Gas at that Entry Point shall pay to the Operator:

    A) The amount calculated as per para. [10]; and

    B) Compensation for any additional damaged, including consequential damages, that the Operator incurred as a result of this event. The compensation is calculated for each Transmission User proportionally to the Quantity allocated to the User, in accordance with the procedure of Chapter [7] of the Network Code, during the Days that Off-Spec Gas was injected into the NNGTS. The amount of compensation due by each Transmission User, according to this paragraph, may not exceed the maximum limit of responsibility set in the relevant Transmission Agreement, Interruptible Transmission Agreement or Virtual Reverse Flow Agreement.

12. In order for the Operator to establish compensation rights from Transmission Users, as per case B) of the previous paragraph, they submit to Transmission Users, as soon as possible, a relevant request specifying the following:

    A) The Entry Points and the Days when Off-Spec Gas was delivered to NNGTS.

    B) The total Off-Spec Gas Quantity received at each Entry Point and any other evidence that may prove that Natural Gas received was Off-Spec Gas.

    C) A break-down and documentation of costs and expenses which are compensatable by Transmission Users, in accordance with para. [8].

13. The Off-Spec Gas Unit Charge is set to 0.3€/MWh HHV (Higher Heating Value). At the end of the Year following the Year of the Network Code's implementation, the Off-Spec Gas Unit Charge is set by decision of the Operator, upon approval by RAE, according to provision of para. 5, Article 69 of the Law, three (3) months prior to the start of every other Year.

14. Revenues from Off-Spec Gas Charge are considered to be Primary Transmission Activity revenues and are credited to the corresponding account kept by the Operator.

Article 34
Violation of Minimum Entry Pressure

1. If the Operator establishes, as per the procedures in the NNGS Measurements Regulation, or by any 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), they shall notify each Transmission User with whom they have entered into a Transmission Agreement, Interruptible Transmission Agreement or Virtual Reverse Flow Agreement, which includes the said Entry Point, as per the procedure described in Article [33].

2. In case Natural Gas Minimum Entry Pressure is violated at an Entry Point, the Operator may:

   A) Refuse, in total or in part, to continue delivering Natural Gas at that Point; or

   B) Limit the Natural Gas injection rate into the NNGTS of the through that point; or

   C) Take all necessary measures to prevent the violation of Natural Gas Reception Conditions at NNGTS Exit Points, as per provisions of Chapter [6] to the Network Code.

3. If the cases described in the above paragraph apply, the Operator shall inform Transmission Users in writing, justifying the relevant decision.

4. If para. [2] applies, Transmission Users who have entered into a Transmission Agreement, Interruptible Transmission Agreement or Virtual reverse Flow Agreement with the Operator, which includes the relevant Entry Point, shall not be relieved from the obligations arising out of the provisions of Chapter [8] of the Network Code.

5. The Operator shall impose a Minimum Entry Pressure Violation Charge to each Transmission User that delivered Natural Gas at an Entry Point into which Natural Gas was injected at a pressure lower than the Minimum Entry Pressure.

6. This Minimum Entry Pressure Violation Charge is calculated for each Transmission User by multiplying the total Quantity allocated to the User, in accordance with the procedure of Chapter [7] of the Network Code, for each Day during which Natural Gas was injected into that Entry Point as a pressure lower that the Minimum Entry Pressure, by a unit price (Minimum Entry Pressure Violation Unit Charge).

7. The Minimum Entry Pressure Violation Unit Charge is set to 0.175 €/MWh HHV (Higher Heating Value). At the end of the Year following the Year of the Network Code's implementation, the Minimum Entry Pressure Violation Unit Charge is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the start of every other Year.

8. Revenues from Minimum Entry Pressure Violation Charge are considered to be Primary Transmission Activity revenues and are credited to the corresponding 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
Conditions for Natural Gas Reception at Exit Points

1. For each Exit Point, the Operator shall specify and publish the Natural Gas Reception Conditions applicable at that Point, which shall include as a minimum the following:
   A) The Natural Gas (Quality) Specifications.
   B) The maximum and minimum Natural Gas reception pressure.
   C) The maximum and minimum Natural Gas Supply through the Exit Point, as well as any limitations to the supply increase or decrease rate at this point.
   D) The information provided for in the NNGS Measurements Regulation.
   E) The arrangements related to Natural Gas reception at the Exit Point contained in a Connected System Agreement concerning this point.
2. Transmission Users are obliged to ensure that the Natural Gas to be received or received at an Exit Point is compatible with the Natural Gas Reception Conditions applicable for such Point.
3. The Operator is obliged to take all measures necessary to verify compliance with the Natural Gas Reception Conditions.

Article 36
Natural Gas reception by Transmission Users

1. Transmission Users are entitled to receive Natural Gas at an Exit Point in accordance with the Transmission Agreement or the Interruptible Transmission Agreement they have entered into, as well as the Network Code.
2. Transmission Users shall make every possible effort, including the integration of appropriate terms in any agreements they may enter into in relation to the performance of their activity in the Natural Gas sector, in order to ensure compliance with the Natural Gas Reception Conditions.
3. Transmission Users shall not be relieved of their responsibilities related to Natural Gas received at an Exit Point by means of invoking acts or omissions by a Connected System Operator or any other legal or natural entity having a legal interest.
4. If Natural Gas is received at an Exit Point for the purpose of being used by a Customer or a Connected System Operator 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 provisions relating to substitution, in accordance with the Natural Gas Transmission Agreement or the Interruptible

Natural Gas Transmission Agreement, or through any other legal means, that such Customer or Connected System Operator or natural or legal entity with a legal interest fully enters the rights and obligations of the Transmission User, as per provisions of the Network Code and the Agreement entered into between the Transmission User and the Operator. In case the above are not legally ensured, the Operator shall be relieved from contractual obligations; however the Transmission User is still obliged to pay any charges arising under the Network Code and the Natural Gas Transmission Agreement.

5. In the event that, in the course of one Day, several Transmission Users receive Natural Gas at the same Exit Point, it is considered that:

   A) The Natural Gas received at that Point has the same reception attributes for all Transmission Users; and

   B) Each Transmission User shall receive Natural Gas at that Exit Point in proportion to the Natural Gas Quantities nominated in the approved Daily Nomination for that Day, regardless of any differentiation related to the reception attributes at the specific Exit Point.

Article 37

Users and Operator Obligations at Natural Gas reception

1. The Operator is obliged to deliver to the Transmission User and the Transmission User is obliged to receive Natural Gas that complies with the Natural Gas Reception Conditions at an Exit Point.

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 Transmission User's Maximum Hourly Reception Quantity, according to the Transmission Agreement. If the Transmission User receives Natural Gas from the NNGTS at a Supply rate that exceeds the Maximum Hourly Reception Quantity, in a way that, as deemed by the Operator, it poses a risk to the safe operation of the NNGTS or influences unfavourably the service of other users, then the Operator shall employ all necessary measures in order to reduce or interrupt Supply at the Exit Point, according to the procedures laid down in Annex [III]. The Operator shall not employ such measure, when there are sufficient alternative measures for the particular circumstances, as per the principle of proportionality.

   B) To the extent that the total Natural Gas Quantity received by the Transmission User in the course of one Day exceeds the Transmission User's Total Reserved (Transmission) Capacity for Reception, according to the Transmission Agreements entered into. In this case, the Operator shall take the necessary measures to reduce or terminate Natural Gas Supply to the Exit Point, in accordance with the procedures laid down in Annex [III].

3. In case of Exit Point failure at no fault of the Operator or Transmission User, which results in an inability to fulfil the Operator's obligation to deliver Natural Gas to the Transmission User, the Operator is obliged to restore Natural Gas supply at the specific point within five (5) hours, as a maximum. In case of exceeding this period and provided that the Transmission User has delivered to

the Operator a Natural Gas Quantity for transmission, then the Operator is obliged to pay the Transmission User a compensation for damages suffered by the Transmission User as a result of this event. The compensation amount due by the Operator may not exceed the maximum liability limit determined in the Transmission Agreement.

Article 38
Minimum Exit Pressure

1. Any Transmission User may submit to the Operator a request to set the minimum Natural Gas reception pressure at an Exit Point (Minimum Exit Pressure), within the range determined in the Natural Gas Reception Conditions for the specific Exit Point.

2. The Operator shall assess any relevant requests submitted by a Transmission User and if such request can be met, they shall propose entering into a Minimum Exit Pressure Agreement with the Transmission User, also defining a price which reflects the relevant costs incurred by the Operator.

3. The Minimum Exit Pressure Agreement shall determine that the Operator is not obliged to comply with such obligation to maintain the Minimum Exit Pressure in the following cases:

   A) The Natural Gas Quantity received at the Exit Point in question exceeds the Transmission User's Total Reserved (Transmission) Capacity for Reception at the same Point.

   B) Supply at the Exit Point exceeds the Maximum Hourly Reception Quantity set in the Transmission Agreement entered into with the Transmission User.

   C) The operating limits of the metering equipment, set in the Natural Gas Reception Conditions for that Exit Point, are violated.

   D) The Natural Gas delivery pressure at Entry Points is lower than the minimum entry pressure at these Points, as determined in the corresponding Natural Gas Delivery Conditions.

4. The Operator is not obliged to compensate Transmission Users who have entered into a Minimum Exit Pressure Agreement with the Operator, if such failure to fulfil the said obligation is due to a change of the relevant legislation. In this case, the parties shall modify accordingly the Minimum Exit Pressure Agreement.

5. The Operator is not obliged to deliver Natural Gas at an Exit Point to be received by the Transmission User if the Natural Gas pressure at the Connected System or at the Natural Gas Reception Facility downstream the Exit Point exceeds the Minimum Exit Pressure at this point.

6. Notwithstanding the provisions of para. [3], [4] and [5], the Transmission User is relieved from the obligation to pay a Daily Scheduling Charge if the allocated Quantity is less than the Quantity nominated by the Transmission User for reception, as per provisions of Chapter [4], due to the Operator's inability to comply with the obligation to maintain a Minimum Exit Pressure at this Point.

Article 39

Natural Gas Reception for compression supply

If Natural Gas received at an Exit Point is used by the Transmission User or a Customer or a Connected System operator, or any other natural or legal entity having a legal interest and receiving Natural Gas from the Transmission User for the purpose of supplying a Natural Gas compressor system installed within the NNGS boundaries, then the Operator may interrupt, citing the reasons, the Natural Gas delivery at the said Exit Point for as long as the compressor system operation causes pressure fluctuations in the NNGS pipelines in a manner that, as deemed by the Operator, poses a risk or hinders the NNGS or Reception Facilities or Connected Systems operation.

Article 40

Operator's Access to Reception Facilities and Connected Systems

1. The Operator may access periodically and for a reasonable time the Reception Facilities or the Connected Systems served by the User, in order to exercise their responsibilities under the Network Code and to verify compliance with the requirements of the respective Transmission Agreement, or to establish a connection with the NNGS, in accordance with the relevant Connected System Agreements entered into. The Transmission User shall take all necessary measures to ensure the Operator's uninterrupted and safe access to Reception Facilities and Connected Systems.

2. In order to exercise this access right, as per the previous paragraph, the Operator must notify the Transmission User in advance.

Article 41

Off-Spec Gas Reception

1. The Operator is obliged to notify Transmission Users once establishing, as per the procedures in the NNGS Measurements Regulation or any other expedient means, that the Natural Gas which will be available for reception or is received or has been received by Transmission Users at an Exit Point is Off-Spec Gas, notwithstanding para. [3] below.

2. Within three (3) hours from having established that the Natural Gas which will be available for reception or is received or has been received at an Exit Point is Off-Spec Gas, the Operator shall inform in writing Transmission Users with regards to (a) the Natural Gas off-spec quality parameters and their deviation; and (b) the estimated time to restore these parameters within Natural Gas (Quality) Specifications. Within three (3) hours from having established that Natural Gas fulfils Natural Gas (Quality) Specifications, the Operator shall inform Transmission Users accordingly.

3. The Operator is not obliged to inform Transmission Users in case the quality parameters of Natural Gas available to be received or that is received or that has been received at an Exit Point have been restored back to the Natural Gas (Quality) Specifications, within less than three (3) hours from having established that such Natural Gas is Off-Spec Gas.

4. For the time between the Operator being informed of the Off-Spec Gas reception at an Exit Point and rendering Natural Gas available for reception at that point compliant with Natural Gas (Quality) Specifications, Transmission Users are entitled:

   A) To receive or continue reception of Off-Spec Gas.

   B) To reduce reception rate or interrupt reception of Off-Spec Gas.

5. Transmission Users shall inform promptly the Operator of their decision by submitting a revised Daily Nomination.

6. If Transmission Users received Natural Gas which was Off-Spec Gas as informed by the Operator, then the Operator shall pay to said Users an amount calculated by multiplying the total Quantity allocated to Transmission Users, in accordance with the procedure of Chapter [7] of the Network Code, for each Day during which Users received Off-Spec Gas at an Exit Point by the Off-Spec Gas Unit Charge, as per provisions of Article 33 of the Network Code. Upon payment of this amount, Transmission Users shall not have or maintain any other claim or right against the Operator due to such cause.

7. If Transmission Users received Off-Spec Gas from the NNGTS but they were not informed, as per provisions of this article, by the Operator or if they were not aware for any other reason that the Natural Gas available for reception was Off-Spec Gas, the Operator shall pay to said Transmission Users:

   A) The amount calculated by multiplying the total Quantity allocated to each Transmission User, in accordance with the procedure of Chapter [7] of the Network Code, for each Day during which the User received Off-Spec Gas at an Exit Point by the Off-Spec Gas Unit Charge, as per provisions of Article 33 of the Network Code; and

   B) Compensation for any additional damages, including consequential damages, which the Transmission Users incurred as a result of this event. The compensation amount due by each User to the Operator, as per case B) in this paragraph, may not exceed the maximum liability limit determined in the relevant Transmission Agreement.

8. In order for the Transmission User to establish compensation rights against the Operator, as per case B) in the previous paragraph, they shall submit to the Operator, as soon as possible, a relevant request specifying the following:

   A) The Exit Points and the Days when Off-Spec Gas was received from the NNGTS.

   B) The total Off-Spec Gas Quantity received at each Exit Point and any other evidence which may prove that Natural Gas received was Off-Spec Gas.

   C) A break-down and documentation of costs and expenses which are compensatable by the Operator.

9. The Operator is obliged to provide to the Transmission User, following a relevant request by the Transmission User, all relevant information available in order for the Transmission User to document their request as per the previous paragraph.

10. If the Transmission User did not receive Natural Gas which was actually Off-Spec Gas as informed by the Operator, the Transmission User is not subject to Daily Scheduling Charges and no User Tolerance Limits are applied 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 delivered or received, respectively, by all Transmission Users at an Entry or Exit Point in the course of one Day is allocated by the Operator to Transmission Users in accordance with the following formula (Indicative Allocation):

$$AQ_j^i = TQ^i \cdot \frac{NQ_j^i}{\sum_{j=1}^{n} NQ_j^i}$$

Where:

AQ_j^i : The Natural Gas Quantity allocated to Transmission User (j) at a specific Entry or Exit Point (i) on Day D.

TQ^i : The total Natural Gas Quantity delivered or received, respectively, by all Transmission Users at an Entry or Exit Point (i) on Day D, which is equal to the Natural Gas Quantity measured at the same Entry or Exit Point on Day D.

NQ_j^i : The Natural Gas Quantity that Transmission User (j) nominated for delivery or reception at the said Entry or Exit Point (i), respectively, on Day D, as per the approved Daily Nomination.

$\sum_{j=1}^{n} NQ_j^i$: The sum of Natural Gas Quantities that Transmission Users nominated for delivery or reception at the Entry or Exit Point (i), respectively, on Day D, as per the approved Daily Nominations.

n : The number of Transmission Users that reserved Delivery or Reception (Transmission) Capacity / Interruptible (Transmission) Capacity for Delivery or Reception at the Entry or Exit Point (i), respectively.

2. The Natural Gas Quantity TQ^i totally measured at an Entry or Exit Point (i) may be higher (Surplus) or lower (Deficit) than the sum of Natural Gas Quantities nominated by Transmission Users for that Point in their approved Daily Nominations.

3. If for one Day the sum $\sum_{j=1}^{n} NQ_j^i$ at an Entry or Exit Point (i) of the NNGTS equals zero and the Natural Gas Quantity TQ^i totally measured at this Point is other than zero, this quantity is allocated to Transmission Users proportionally, based on each Transmission User's Reserved (Transmission) Capacity for

Delivery / Interruptible (Transmission) Capacity for Delivery or Reception at this point.

4. Specifically for an Entry Point through which Natural Gas is supplied to the NNGTS for Load Balancing or Operational Gas Offsetting purposes, the total Natural Gas Quantity (TQ^i) delivered or received, respectively, by all Transmission Users at a specific Entry Point (i), in accordance with para. [1], results from the difference between the total Natural Gas Quantity measured and delivered at this Point in the course of Day D and the Natural Gas Quantity injected into the NNGTS through this Point on the same Day for Load Balancing or Operational Gas Offsetting purposes, as established by means of the Balancing Actions undertaken by the Operator and the provisions of Article [59], notwithstanding any contrary provisions in application of case D) of para. [1], Article [48].

5. The total Natural Gas Quantity nominated for virtual delivery or reception at the Virtual Nominations Point (VNP) by a Transmission User, in accordance with the approved Daily Nominations, is the Natural Gas Quantity for delivery or reception, respectively, allocated by the Operator to the above User at the VNP.

Article 42[A]

Allocation methodology for Virtual Entry Points

1. If at least one Transmission User is active at a Virtual Entry Point on Day D, the Indicative Allocation on Day D, for all Transmission Users and all Exit Points and Virtual Entry Points of the Transmission System, shall be conducted following these successive stages:

   A) The total Natural Gas Quantity received on Day D by all Transmission Users at the Exit Points which, on the same Day, did not also serve as Virtual Entry Points, is allocated by the Operator to each Transmission User, per Exit Point, in accordance with the procedure of Article [42].

   B) The total Natural Gas Quantity delivered on Day D 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:

$$AQ_j^{ven} = NQ_j^{ven} \frac{\sum_{i=1}^{ni_j} AQ_j^i}{\sum_{i=1}^{ni_j} NQ_j^i}$$

   Where:

AQ_j^{ven} : The Natural Gas Quantity allocated to Virtual Delivery User (j) at Virtual Entry Point (ven) (i) on Day D.

NQ_j^{ven} : The Natural Gas Quantity that Virtual Delivery User (j) nominated for delivery at Virtual Entry Point (ven) on Day D, as per the approved Daily Nomination.

AQ_j^i : The Natural Gas Quantity allocated to Virtual Delivery User (j) at

Exit Point (i) on Day D, in accordance with case A).

$\sum_{i=1}^{ni_j} AQ_j^i$: The sum of Natural Gas Quantities allocated to Virtual Delivery User (j) at each Exit Point (i) on Day D, in accordance with case A).

NQ_j^i : The Natural Gas Quantity that the Virtual Delivery User (j) nominated for reception at the Exit Point (i) on Day D, as per the approved Daily Nomination.

$\sum_{i=1}^{ni_j} NQ_j^i$: The sum of Natural Gas Quantities which Virtual Delivery User (j) nominated for reception at each Exit Point (i) on Day D, as per the approved Daily Nomination.

ni_j : The number of Exit Points from where Virtual Delivery User (j) received Natural Gas on Day D.

C) The total Natural Gas Quantity received by Transmission Users on Day D at Exit Points which served as Virtual Entry Points on the same Day, is allocated by the Operator to each Transmission User, per Exit Point, in accordance with the procedure of Article [42], where TQ^i is the sum of the Natural Gas Quantity measured at that Exit Point on Day D and the sum of the Natural Gas Quantities allocated to Virtual Delivery Users at the Virtual Entry Point that corresponds to the Exit Point, in accordance with the procedure of case B).

2. In the event that, based on the approved Daily Nominations of Transmission Users on Day D, all Transmission System Exit Points also served as Virtual Entry Points, case A) does not apply for the Indicative Allocation on Day D, and the formula of case B) is replaced as follows:

$$AQ_j^{ven} = NQ_j^{ven}$$

3. For Transmission Users under case C) of para. [1], solely for the purposes of applying the NNGS Usage Tariff, the billable Natural Gas Quantity for each Transmission User at that Exit Point results from the application of the procedure provided for in Article [42].

Article 42[B]

Allocation methodology for Virtual Exit Points

1. If at least one Transmission User is active at a Virtual Exit Point on Day D, the Indicative Allocation on Day D, for all Transmission Users and all Entry Points and Virtual Exit Points of the Transmission System, shall be conducted following these successive stages:

A) The total Natural Gas Quantity delivered on Day D by all Transmission Users at the Entry Points which, on the same Day, did not also serve as Virtual Exit Points, is allocated by the Operator to each Transmission User, per Entry Point, in accordance with the procedure of Article [42].

B) The total Natural Gas Quantity received on Day D 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:

$$AQ_j^{ven} = NQ_j^{ven}$$

Where:

AQ_j^{vex}	The Natural Gas Quantity allocated to Virtual Reception User (j) at Virtual Exit Point (vex) (i) on Day D.
NQ_j^{vex}	The Natural Gas Quantity that Virtual Reception User (j) nominated for reception at Virtual Exit Point (vex) on Day D, as per the approved Daily Nomination.

C) The total Natural Gas Quantity delivered by Transmission Users on Day D at Entry Points which served as Virtual Exit Points on the same Day, is allocated by the Operator to each Transmission User, per Entry Point, in accordance with the procedure of Article [42], where TQ^i is the sum of the Natural Gas Quantity measured at that Entry Point on Day D and the sum of the Natural Gas Quantities allocated to Virtual Reception Users at the Virtual Exit Point that corresponds to the Entry Point, in accordance with the procedure of case B).

2. For Transmission Users under case C) of para. [1], solely for the purposes of applying the NNGS Usage Tariff, the billable Natural Gas Quantity for each Transmission User at that Entry Point results from the application of the procedure provided for in Article [42].

Article 43
Allocation Procedure

1. By the fourteenth hour (16:00) of Day D+1, the Operator, via the Electronic Info System, shall send to Transmission Users the results of the Indicative Allocation as per the "Indicative Allocation of Natural Gas Quantities" template published on the Operator's website, for Day D and for each Entry Point, Virtual Entry Point, Exit Point and Virtual Exit Point included in each Transmission Agreement, Interruptible Transmission Agreement and Virtual reverse Flow Agreement entered into.

2. Indicative Allocation of Natural Gas Quantities shall include in particular the following information for the Points where Transmission Users are active:

A) The Natural Gas Quantity nominated by the Transmission User for delivery per Entry Point and per Virtual Entry Point and received per Exit Point and per Virtual Exit Point (Nominated User Quantity), in accordance with the approved Daily Nomination.

B) The Natural Gas Quantity measured per Entry Point and Exit Point (Measured Point Quantity).

C) The sum of Natural Gas Quantities that Transmission Users have nominated for delivery per Entry Point and per Virtual Entry Point and reception per Exit Point and per Virtual Exit Point, in accordance with the approved Daily Nominations (Nominated Point Quantity).

D) The Natural Gas Quantity allocated to Transmission User per Entry Point, Virtual Entry Point, Exit Point and Virtual Exit Point, included in the Transmission Agreements, Interruptible Transmission Agreements and Virtual Reverse Flow Agreements entered into (Allocated User Quantity).

E) The difference between the Nominated and the Allocated User Quantity.

F) The Natural Gas Quantity delivered by the Transmission User at all Entry Points and Virtual Entry Points where the Transmission User is active.

G) The Natural Gas Quantity received by the Transmission User at all Exit Points and Virtual Exit Points where the Transmission User is active.

The information sent by the Operator to Transmission Users at the Indicative Allocation stage include justifiable Balancing Actions performed on Day D, in accordance with provisions of Chapter [8]. To calculate Indicative Allocation, the Operator does not take into account any measurement faults, as determined according to provisions of the NNGS Measurements Regulation.

3. By the sixteenth hour (16:00) of the fifth (5th) business Day of each Month, the Operator shall send, via the Electronic Info System, to each Transmission User and for each Entry Point, Virtual Entry Point, Exit Point, Virtual Exit Point which is included in the respective Transmission Agreements, Interruptible Transmission Agreements and Virtual Reverse Flow Agreements entered into, the Initial Allocation for each Day of the immediately preceding Month, according to the "Initial Allocation of Natural Gas Quantities" template published on the Operator's website and includes, in particular, the information listed in para. 2 of this article. The Initial Allocation calculation is performed according to the methodology in Articles [42], [42^{A}] and [42^{B}]. In this case, the ΜΠ quantity refers to the total Natural Gas Quantity measured at the Entry or Exit Point on each Day of the Month in question, and verified according to the provisions of the NNGS Measurements Regulation.

4. By the seventh (7th) business Day of each Month, Transmission Users may submit to the Operator reasoned objections on the Initial Allocation for any Day of the immediately preceding Month. These objections shall be accompanied by relative documentation.

5. Transmission Users served at the specific Exit or Entry Point, with the exception of LNG Entry Points, may agree, for a given Day, on an allocation of quantities, which is different to the Initial Allocation for the said point. This agreement shall be prepared in writing and communicated to the Operator by the ninth (9th) business Day of each Month. The Operator accepts the allocation proposed by Transmission Users provided that:

   A) The total Natural Gas Quantity (ΜΠ) measured at the given Entry or Exit Point on the specific Day is allocated.

   B) The proposed allocation does not constitute discrimination against the rest of Users and does not influence adversely the NNGS operation.

6. The Operator shall prepare the Final Allocation taking into account the Initial Allocation, any objections of Transmission Users regarding the Initial Allocation and any agreements of Transmission Users regarding a different allocation, in accordance with the provision of the previous paragraph. By the tenth (10th) business day of each Month, the Operator shall send, via the

Electronic Info System, to each Transmission User and for each Entry Point, Virtual Entry Point, Exit Point and Virtual Exit Point which is included in the respective Transmission Agreement, Interruptible Transmission Agreement and Virtual Reverse Flow Agreement entered into, the Final Allocation for each Day of the immediately preceding Month, according to the "Final Allocation of Natural Gas Quantities" template published on the Operator's website and includes, in particular, the information listed in para. 2 of this article. The Operator is not responsible for the acceptance or non-acceptance of the Final Allocation which may be different from a User's Initial Allocation.

7. Natural Gas Quantities delivered to NNGTS according to the one-Day Final Allocation by a Transmission User at all Entry Points, Virtual Entry Points and the VNP used constitute the Transmission User's Daily Delivery. Natural Gas Quantities received according to the one-Day Final Allocation by a Transmission User at all Exit Points, Virtual Exit Points and the VNP used constitute the Transmission User's Daily Reception.

8. The sum of Natural Gas Quantities delivered to NNGTS according to the one-Day Final Allocation by a Transmission User at all Entry Points and Virtual Entry Points where this Transmission User is active plus the Natural Gas Quantities received according to the one-Day Final Allocation by a Transmission User at all Exit Points and Virtual Exit Points where this Transmission User is active constitutes the Transmission User's Handled Natural Gas Quantity.

CHAPTER 8

LOAD BALANCING

Article 44
Operator's Responsibility for Load Balancing

1. The Operator ensures in any case the balancing between Natural Gas deliveries and receptions at the Transmission System by Transmission Users (Load Balancing), taking into account the losses, and stored Natural Gas Quantities at the Transmission System, aiming at the reliable, safe and efficient operation thereof.

2. The Operator shall take all measures deemed necessary to restore Load Balancing in the Transmission System (Balancing Action), in order to the reliable, safe and effective operation thereof. In order to proceed to a Balancing Action, the Operator shall mainly take into account the Transmission System's prevailing pressure levels and the LNG stock, the System's Natural Gas storage capacity and the concurrent existence of positive and negative lack of balance for users.

3. The Operator shall keep a record and inform Transmission Users via the Electronic Info System about any Balancing Action taken, along with detailed information about the reasons that necessitated such Action, its nature, the Natural Gas Quantity concerned and the cost, as soon as such information becomes available, and in any case, after the monthly balance settlement as per Article [55].

4. The Operator shall recover, via the special Balance Settlement Account kept as per Article [56] of the Network Code, any expense incurred for Gas Balancing.

Article 45
Operator's Responsibility for Operational Gas offsetting

1. Operational Gas for a specific period is the Natural Gas Quantity calculated as sum of a) the Natural Gas Quantity consumed during the NNGTS operation over specific period (Own Consumption of Natural Gas), and b) the Natural Gas Quantity lost in a natural way during the NNGTS operation over that specific period, especially due to metering equipment and pressure regulator leakages (Natural Losses of Natural Gas).

2. The Operator is obliged to offset the NNGTS Operational Gas. Any Natural Gas injections performed by the Operator for the purpose of Operational Gas offsetting are not considered as Balancing Actions.

3. As part of the responsibilities assumed, the Operator shall make every effort to minimize the Operational Gas needs.

Article 46
Annual Load Balancing and Operational Gas offsetting Plan

1. By 1st May of each Year, the Operator shall submit to RAE:

   A) An Annual Gas Balancing Plan for the following Year, which is approved by RAE, along with any modification thereof, and then published under the Operator's responsibility.

   B) An Operational Gas Offsetting Study for the following Year, which is approved by RAE, along with any modification thereof, and then published under the Operator's responsibility.

   C) A proposal with regards to the NNGS capacity portion reserved by the Operator for Load Balancing or Operational Gas offsetting, as per the provision of para. 3, Article 71 of the Law.

2. The Annual Load Balancing Plan shall include in particular: (a) Operator forecasts of Natural Gas demand trends per Customer category in relation to the existing Transmission System Capacity, (b) a forecast of necessary Natural Gas Quantities for Load Balancing, such as the total annual Natural Gas Quantity for Balancing, the estimated allocation thereof over the Year, the maximum Supply and maximum daily Natural Gas Quantity for Balancing and (c) the required characteristics of the Balancing Agreement or combination of Balancing Agreements that the Operator must enter into.

3. When preparing the Plan, the Operator shall take into account particularly the NNGS Development Plan, the total Natural Gas demand served via the NNGTS, the geographic distribution of consumptions, the elimination of technical restrictions concerning System operation and, particularly, each event that has led, or is going to lead in the Operator's opinion to a congestion, an Emergency or a denial of access, the maintenance requirements of NNGS components, the existing Natural Gas Transmission Agreements, the existing LNG Facility Usage Agreements, as well as the Connected System Agreements entered into.

4. The NNGTS Operational Gas Offsetting Study shall include: (a) the calculation methodology of Operational Gas in the Transmission System and particularly of Natural Losses, (b) a forecast of the necessary Natural Gas Quantities that will be required over the following Year for Operational Gas offsetting, and (c) the required characteristics of the Operational Gas Offsetting Agreement or combination of such Agreements that the Operator must enter into.

5. To prepare the Operational Gas Offsetting Study, the Operator shall take into account in particular the international practices and methodologies for the determination of losses in Natural Gas Systems, the loss coefficients per equipment type, the Natural Gas consumptions per equipment type used for the NNGTS operation and the NNGTS Maintenance schedules.

Article 47
Balancing Gas Framework Agreement

1. The Operator, as part of their responsibilities, according to the provisions of para. 2.c, Article 68 of the Law, may enter into agreements with Users or third

parties for the supply and delivery to NNGTS or the sale and receipt from NNGTS of Natural Gas Quantities, as part of the Operator's Balancing Actions (Balancing Gas Framework Agreement).

2. The Balancing Gas Framework Agreements are entered into following approval by RAE of the Annual Load Balancing Plan, either following a relevant competition conducted by the Operator, or according to the provision of para. 1, Article 91 of the Law.

3. The Balancing Gas Framework Agreements specify in particular: (a) The rights and obligations of contracting parties, (b) the Operator's counterparties obligation to adapt Natural Gas delivery or receipt Supply at the NNGTS according to Operator instructions as part of Balancing Actions, and (c) the consideration to be paid by the Operator or the counterparty, as the case may be, for Natural Gas Quantity to be received, in accordance with the Agreement terms and within the framework of the Balancing Action.

4. Balancing Gas Framework Agreements on the supply and delivery of Natural Gas Quantities to NNGTS may include payment by the Operator to the counterparty of the unit price applied to the Natural Gas Quantity delivered to the NNGTS and this may be modified regularly in the Year, as well as a fixed consideration, payable once or at instalments, which corresponds to the counterparty's fixed expenses regarding the availability of natural gas for Balancing, according to the Agreement terms.

Article 48
Load Balancing Costs

1. Within thirty (30) days at the latest from entering into the Balancing Gas Framework Agreements, the Operator shall submit to RAE:

   A) Copies of these Agreements.

   B) The parameters used to set the unit price, in accordance with the Balancing Gas Framework Agreement, as well as the methodology to periodically readjust it in the year, if this is necessary, as well as any other unit charge applicable on the Natural Gas Quantity delivered to NNGTS for balancing purposes.

   C) The fixed consideration that may be eventually paid to the counterparty, according to the Balancing Gas Framework Agreement, as well as any other fixed consideration and the allocation methodology thereof to Transmission Users.

   D) The cost of the Operator using the NNGTS or an LNG Facility or an NNGS Storage Facility for Load Balancing purposes and the allocation methodology of such cost to Transmission Users.

   E) The calculation methodology of the Balancing Gas Daily Price (BGDP).

2. In the event that the term of Balancing Gas Framework Agreements exceeds one (1) Year, the Operator shall submit to RAE any modifications of the information in para. [1] above, at the latest six (6) Months prior to the beginning of the Year to which such information refer.

3. Within thirty (30) days from submitting the information, RAE shall decide with regards to the approval of prices related to the parameters used for unit price calculation, the allocation methodology of the fixed consideration and the NNGS Usage Costs for Gas Balancing purposes to Transmission Users, as well as the calculation methodology of the Balancing Gas Daily Price (BGDP).

4. The fixed consideration corresponding to each Transmission User, according to the approved allocation methodology, is charged according to provisions of Article [55].

Article 49
Unaccounted For Gas

1. Unaccounted For Gas (UFG) over a period is the Natural Gas Quantity that results from the uncertainty in the determination of measured and calculated entities of the NNGTS quantities balance and is calculated according to the following formula:

   $UFG = TD + Q_{LC} + Q_E - TR - Q_L - C - DS$

   Where:

   TD: The Natural Gas Quantity delivered at the NTTGS Entry Points by Transmission Users over that period.

   Q_{LC}: The Natural Gas Quantity delivered at the NNGTS Entry Points by the Operator or by a counterparty in an Operational Gas Offsetting Agreement, if such counterparty is a Transmission User, in order to offset Operational Gas over that period.

   Q_E: The Natural Gas Quantity injected into the NNGTS by the Operator for Load Balancing purposes over that period.

   TR: The Natural Gas Quantity received at the NTTGS Exit Points by Transmission Users over that period.

   Q_L: The Natural Losses of Natural Gas, as calculated by the Operator over that period.

   C: The Own Consumption of Natural Gas, as measured by the Operator over that period.

   DS: The change of Natural Gas Quantities stored in the NNGTS (Linepack Change) defined as the difference of Natural Gas Quantities stored in the NNGTS at the end of the period in question less the Natural Gas Quantities stored in the NNGTS at the beginning of the said period, as determined by the Operator.

2. The UFG quantity may be a positive, negative or null value. A Negative UFG value is a Natural Gas Quantity that was virtually injected into the NNGTS. A Positive UFG value is a Natural Gas Quantity that was virtually received from the NNGTS.

3. Under Operator's responsibility, the calculation methodology of the Unaccounted for Gas is published, and particularly the calculation methodology of Linepack Change and the estimation methodology of Natural Losses of Natural Gas.

4. The Operator shall calculate the Unaccounted for Gas each Month. The Unaccounted For Gas allocated to each Day of the previous Month proportionally to the Natural Gas Quantity Handled, per Day, as per provisions of para. [10], Article [43], for all Users.

Article 50
Daily Gas Imbalance of User

1. Transmission Users shall make every possible effort to balance every Day the Daily Natural Gas Delivery to the NNGTS, as defined in Chapter [7], against the Adapted Daily Offtake of Natural Gas from the NNGTS.
2. The Transmission User's Adapted Daily Reception is the sum of the Daily Reception of Natural Gas of the User, as defined in Chapter [7], plus the Unaccounted for Gas allocated to the Transmission User in the same Day.
3. The Transmission User's Daily Gas Imbalance (DGI) is calculated for each Day, according to the following formula:

   $DLI = Q_D - (Q_R + UFGU)$

   Where:

   Q_D: The User's Daily Delivery.

   Q_R: The User's Daily Reception.

   UFGU: The Unaccounted for Gas Quantity allocated to the User in the corresponding Day.
4. The UFGU quantity is calculated according to the following formula:

   $UFGU = UFG_d \bullet (Q_R/\Sigma Q_A)$

   Where:

   UFG_d: The NNGTS Unaccounted for Gas in Day d, to which the DGI calculation refers.

   Q_R: The User's Daily Reception.

   ΣQ_R: The Daily Reception of all NNGTS Users.
5. The Daily Gas Imbalance is considered to be positive (Daily Surplus) when the Transmission User's Daily Delivery is greater than the Adapted Daily Reception, and negative (Daily Deficit) when the Transmission User's Daily Delivery is smaller than the Adapted Daily Reception.
6. At the Indicative Allocation stage, the Operator shall inform Transmission Users about the estimated allocation to them of the Unaccounted for Gas and their estimated Daily Gas Imbalance.

Article 51
User Tolerance Limits

1. Each Day during which the absolute value of the Daily Gas Imbalance, expressed as a percentage of the Transmission User's Maximum Reserved (Transmission) Capacity (MRTC), exceeds the allowed Tolerance Limits (TL), as set 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 to be Out of Positive Tolerance Limit or Out of Negative Tolerance Limit, respectively.

2. For the Network Code implementation Year, as well as the next Year, Tolerance Limits are set to ± ten percent (10%).

3. Tolerance Limits are modified by decision of the Operator and upon RAE's approval, as per the provision of para. 5, Article 69 of the Law, at least three (3) months prior to the expiration of every other Year and apply for the next two (2) Years. Regarding revision, special attention is paid to the expected Natural Gas demand from Transmission Users, the NNGTS (Transmission) Capacity, the Operator's obligation to ensure the reliable, safe and effective operation of the NNGTS, as well as the reasonably expected total Reserved (Transmission) Capacity for the next two (2) Years.

4. Any Day during which the Transmission User, as per the approved Daily Nomination, does not deliver nor receives Natural Gas from the NNGTS at an Entry or Exit Point respectively, no Tolerance Limits are applied.

5. If during one or more successive Days the absolute value of the difference between the Natural Gas Quantity delivered at Entry Points/Virtual Entry Points/VNP of the NNGTS and the Natural Gas Quantity received at Exit Points/Virtual Exit Points/VNP of the NNGTS for the Transmission User, as a percentage of the MRTC, exceeds the Tolerance Limits set above, and the Operator reasonably considers that such User violation affects or it is expected to affect the reliable, safe and effective operation of the NNGTS, the Operator may, further to any Balancing Actions, limit or completely interrupt Natural Gas injection into NNGTS or Natural Gas uptake from the NNGTS for the User, following the procedures of Annex [III]. The relevant Operator's decision shall be communicated to RAE.

Article 52

Daily Adjustment of Negative DGI (Daily Gas Imbalance)

1. Within the framework of Daily Adjustment of Negative DGI, the Operator shall calculate Daily Gas Imbalance as a percentage of the Transmission User's MRTC.

2. If the Daily Gas Imbalance as a percentage of the User's MRTC is within Tolerance Limits, the Operator shall debit the Transmission User's Balance Account with an amount equal to:

   Daily Charge = Ab(DGI) • (DPBG)

3. If the Daily Gas Imbalance as a percentage of the Transmission User's MRTC is out of Tolerance Limits, the Operator shall debit the User's Balance Account with an amount equal to:

   Daily Charge = [Ab(TL) • MRTC + [Ab(DGI) - Ab(TL) • MRTC] • X] • (DPBG)

   Where:

   X: A Daily Charge Factor out Tolerance Limits (TL), whose value is determined as follows:

[Ab(DGI)/ MRTC] (%)	X Factor
10% to 20%	1.05
More than 20% up to 30%	1.10
More than 30% up to 50%	1.30
More than 50%	1.50

4. Ab() represents the absolute value of the expression in parenthesis.

Article 53
Daily Adjustment of Positive DGI (Daily Gas Imbalance)

1. Within the framework of Daily Adjustment of Positive DGI, the Operator shall calculate Daily Gas Imbalance as a percentage of the Transmission User's MRTC.
2. If the Daily Gas Imbalance as a percentage of the Transmission User's MRTC is within Tolerance Limits, the Operator shall credit the User's Balance Account with an amount equal to:

   Daily Credit = Ab(DGI) • (DPBG)
3. If the Daily Gas Imbalance as a percentage of the Transmission User's MRTC is out of Tolerance Limits, the Operator shall credit the User's Balance Account with an amount equal to:

   Daily Credit = [Ab(TL) • MRTC + [Ab(DGI) - Ab(TL) • MRTC] • 0.95] • (DPBG)
4. Ab() represents the absolute value of the expression in parenthesis.

Article 54
Prolonged Daily Gas Imbalance

1. In the event that the absolute value of the Transmission User's DGI as a percentage of MRTC exceeds the User Tolerance Limit over five (5) or more successive Days (Prolonged Gas Imbalance), and in order to calculate the Daily Charge and the Daily Credit, as per Articles [52] and [53] respectively, the Operator shall perform a linear reduction of the User's Tolerance Limit from the second until the fifth successive Day, in such a manner to equal zero on the fifth successive Day. The User Tolerance Limit is considered to be equal to zero throughout the following continuous period, further to the five (5) days above, during which the Transmission User's DGI exceeds the allowed Tolerance Limit defined in accordance with provisions of Article [51].
2. Prolonged Gas Imbalance adjustments are suspended during Emergency and Force Majeure events.

Article 55
Monthly Balancing Gas Settlement

1. Each Month the Operator shall calculate the Transmission User's total debit or credit amount, as the algebraic sum of the User's Daily Debits or Credits for each Day of the previous Month, as calculated according to Articles [52] and [53], respectively, plus any fixed charges allocated to the User.

2. The User's debit or credit balance settlement shall be performed by means of an invoice issued by the Operator each Month, according to the Transmission Agreement, the Interruptible Transmission Agreement and/or the Virtual Reverse Flow Agreement. The Monthly Balancing Gas Settlement Form is also attached to this invoice sent to the User each Month, according to the template published on the Operator's website.

3. The Monthly Balancing Gas Settlement Form shall list the following information for each relevant Day of the Month:

   A) The User's Daily Delivery.

   B) The User's Daily Reception.

   C) The Transmission User's Daily Gas Imbalance (DGI).

   D) The User's Maximum Reserved (Transmission) Capacity (MRTC).

   E) The User's DGI to MRTC ratio.

   F) The Daily Balancing Gas Price (DBGP).

   G) The Unaccounted for Gas Quantity allocated to the User in the corresponding Day.

   H) The DGI charge relating to the User's credit or debit amount for each Day of the Month.

Article 56
Balancing Gas Settlement Account

1. The Operator shall keep a separate account (Balancing Gas Settlement Account) to debit all balancing-related expenses, especially including any cost resulting from Gas Balancing Actions or for Operational Gas offsetting or for reservation of (Transmission) Capacity or Regasification Capacity in the NNGS, as well as in accordance with the agreements entered into for Gas Balancing and Operational Gas offsetting, and accordingly to credit this account with the amounts paid by Users during the procedures for Daily DGI Settlement, Monthly Balancing Gas Settlement and Monthly Operational Gas Offsetting Settlement. This Account shall also include special Balancing Gas Settlement Accounts for the debits and credits of each User.

2. Under the reservation of the case of para. [1], Article [58], any Operator expenses related to Operational Gas Offsetting are also debited in the Balancing Gas Settlement Account and any amounts paid by Transmission Users during the Monthly Operational Gas Offsetting Settlement procedure are credited in the same account.

3. The Balancing Gas Settlement Account should be balanced at Year end. To this purpose, the net Account balance shall be settled with additional credit or debit to Transmission Users, depending on the total Natural Gas Quantity transmitted by each Transmission User over the Year.

4. The cost of NNGTS or LNG Facility or Storage Facility usage by the Operator for Gas Balancing and Operational Gas offsetting purposes is debited to the Balancing Gas Settlement Account as an expense and credited, via suitable accounting entries, as revenues in the corresponding Primary Activity account kept by the Operator.

5. Upon RAE's request to the Operator, the Operator shall assign the Balancing Gas Settlement Account audit to an independent auditor or auditing firm registered in the Public Auditors Register managed by the Accounting Standardisation and Audit Committee.

6. To this purpose, the Operator shall assign the review and auditing of the special Balancing Gas Settlement Account, as well as the following elements, to an independent auditor or auditing firm:

   A) The Operator's Gas Balancing actions.

   B) Charges for any sort of Operator expenses resulting from a Gas Balancing Action in order to offset Operational Gas and reserve (Transmission) Capacity and Regasification Capacity at the NNGS for the purpose of gas balancing and Operational Gas offsetting.

   C) The data collected from the Operator to prepare the Monthly Balancing Gas Settlement and Monthly Operational Gas Settlement forms sent to Transmission Users as per Articles [55] and [60].

   D) The amounts paid by Transmission Users to the Operator via the Monthly Balancing Gas Settlement and Monthly Operational Gas Settlement.

7. After having completed reviewing the data and auditing the special Balancing Gas Settlement Account, the independent auditor or auditing firm shall prepare an Audit Report for the Balancing Gas Account on behalf of the Operator and then communicate it to RAE. A Summary of the Audit Report shall be published on the Operators' website to keep Transmission Users updated.

Article 57
Operational Gas Offsetting Agreements

1. The Operator may enter into one or more agreements for the supply and delivery of Operational Gas to the NNGTS (Operational Gas Offsetting Agreements). These Agreements are entered into either after a relevant competition conducted by the Operator or according to the provision of para. 1, Article 91 of the Law.

2. Supplying Natural Gas Quantity for the purpose of Operational Gas offsetting may also be performed through the Balancing Gas Framework Agreement. In this case, the Natural Gas Quantities supplied by the Operator for Gas Balancing and Operational Gas Offsetting and the corresponding price are entered clearly in the Balancing Gas Framework Agreement.

3. The Operator shall submit to RAE copies of the Operational Gas Offsetting Agreements within thirty (30) days from concluding these agreements.

Article 58
Operational Gas offsetting costs

1. If the cost of NNGTS Operational Gas offsetting is taken into account, as an operating expense of the Operator, in the NNGS Usage Tariff, then the Operator shall not charge Transmission Users for recovering this cost.

2. If the cost of NNGTS Operational Gas offsetting is not taken into account, as an operating expense of the Operator, in the NNGS Usage Tariff, then this cost is recovered from Transmission Users, as per Article [60].

Article 59
Injection and Allocation of Operational Gas Quantities

1. Injection of Natural Gas into the NNGTS for the purpose of offsetting Operational Gas is performed either by the Operator or by a counterparty in the Operational Gas Offsetting Agreement (Operational Gas Supplier), provided that this counterparty is also a Transmission User. If Natural Gas for Operational Gas offsetting is injected into the NNGTS by the Supplier, the Supplier shall not include the Natural Gas Quantity for Operational Gas offsetting in the nominations submitted as per Chapter [4].

2. At the beginning of each Month, the Operator shall calculate the Natural Gas Quantity required for Operational Gas offsetting in the course of each Day of the immediately previous Month (Daily Delivery of Operational Gas).

3. In order to calculate the Daily Delivery of Operational Gas, the Operator takes mainly into account the following:

   A) Operational Gas Quantity measurements per Day, especially regarding Natural Gas consumption necessary to operate Transmission System equipment.

   B) Daily Operational Gas Quantity estimates, especially regarding metering equipment losses and pressure metering devices.

   C) Monthly Operational Gas Quantity estimates. In this case, the Daily allocation of estimated monthly Operational Gas Quantity taken into account by the Operator for the purpose of calculating the Daily Delivery of monthly Operational Gas is performed depending on the Natural Gas Quantity Transmitted, per Day, by all Users.

4. In order to implement the allocation methodology for Natural Gas Quantity at the Entry Points from which Operational Gas is injected into the NNGTS, as per provisions of paragraph [4], Article [42], the Daily Delivery of Operational Gas is allocated to each Entry Point from which Operational Gas was injected into the NNGTS in proportion to the total Natural Gas Quantity measured at that Point on the Day in question.

5. The Operator is obliged to publish every month data regarding the Natural Gas Quantity injected into the NNGTS per NNGTS Entry Point for the purpose of Operational Gas offsetting.

Article 60
Monthly Operational Gas Offsetting Settlement

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

   A) Shall allocate the Daily Delivery of Operational Gas for each Day of that Month to Transmission Users, in proportion to each Transmission User's Transmitted Quantity for the respective Day.

   B) Shall calculate the total Natural Gas Quantity used to offset Operational Gas allocated to each Transmission User, in accordance with case A) for the Month in question.

   C) Shall calculate and charge to each Transmission User the corresponding Operational Gas Offsetting Charge.

2. The Operational Gas Offsetting Charge is set by multiplying the total Natural Gas Quantity used to offset the Operational Gas allocated to each Transmission User during the said Month by the Operational Gas Offsetting Unit Charge. The Operational Gas Offsetting Unit Charge is set by decision of the Operator, upon approval by RAE, in accordance with the provision of para. 5, Article 69 of the Law. The Operator shall submit a proposal to RAE within thirty (30) days from entering into the Operational Gas Offsetting Agreements. The Operational Gas Offsetting Unit Charge is set in such a manner to cover the fixed and variable cost borne by the Operator for NNGTS Operational Gas offsetting.

3. Each User's debit balance settlement is performed by means of an invoice issued by the Operator each Month. A "Monthly Operational Gas Offsetting Settlement" form is attached to the invoice sent to the User each Month, using the template published on the Operator's website.

4. This Monthly Operational Gas Offsetting Settlement shall mention, in particular, the following information for each relevant Day of the Month:

   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 Operational Gas Quantity.

   F) The Operational Gas Offsetting Unit Charge.

   G) The Operational Gas Offsetting Charge.

CHAPTER 9

MEASUREMENTS AND TESTS

Article 61
NNGS Measurements Regulation

The quantity and quality measurement process and method regarding Natural Gas delivered or received at an Entry or Exit Point, respectively, or injected into an LNG Facility, or stored at an LNG Facility or Storage Facility; the operation, calibration, minimum precision specifications and the control and testing procedure of metering equipment; the User access procedure to metering equipment; dispute settlement between Users and the Operator with regards to measurements; as well as any other relevant matter, are defined in the Measurements Regulation established as per provisions of the first subparagraph, para. 3, Article 69 of the Law (NNGS Measurements Regulation).

Article 62
Rights and obligations of Users and the Operator

1. Measurements of any entity at an Entry or Exit Point, or LNG Facility, or Storage Facility are performed exclusively using the metering equipment described in the NNGS Measurements Regulation for the specific point or facility.
2. Each User and the Customers thereof are entitled to joint access to the NNGS metering equipment that serves them. Such access right must be reasonably exercised, as per the procedure laid down in the NNGS Measurements Regulation. During exercise of such access right, all necessary measures must be taken in order not to impede the regular operation of Connected Systems or Reception Facilities; not to cause damage to equipment; and not to jeopardize the reliable, safe and efficient operation of the NNGS.
3. The Operator is obliged to provide Users with all information about the measurements related to the points that concern them. The Operator shall provide the above information in a manner that ensures the confidentiality of commercial transactions.

CHAPTER 10

NNGS CRISIS AND NATURAL GAS TRANSMISSION LIMITATIONS

Article 63
NNGS Crisis

1. Crisis is any event that leads or may lead to an Alarm Condition 1 (Early Warning Level), Alarm Condition 2 (Alert Level) or Alarm Condition 3 (Emergency Level), as defined in the Emergency Plan.
2. Crisis situations affect or are likely to affect the smooth functioning of the Greek Natural Gas market and/or security of supply, as defined in Regulation No. 994/2010, and may hinder or impede the normal performance of obligations and exercise of rights by the Users and the Operator, in accordance with the provisions of the Network Code.
3. The Operator's Crisis Management Unit (CMU) shall be responsible to detect, declare and qualify Crisis situations, and to declare the end of such situations, as defined in the Emergency Plan.
4. The Operator's communication with any Parties Involved on any matter relating to the Crisis is effected through authorised representatives, as defined in the Emergency Plan.

Article 64
Early Warning and Alert Levels

1. In the event of an Early Warning-Level Crisis, the Operator shall evaluate the information provided by the Parties Involved, as defined in the Emergency Plan, in order to prevent escalating the Crisis Level.
2. To respond to an Alert-Level Crisis, as defined in the Emergency Plan, measures based solely on the market shall be taken in order to prevent deterioration of the situation and escalation to an Emergency-Level Crisis.
3. Users are required to execute immediately any order issued by the Operator in cases of Early Warning-Level Crisis and Alert-Level Crisis. Operator orders issued during an Early Warning-Level Crisis and Alert-Level Crisis, and any User actions following such orders, shall not constitute violation of the terms of Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements entered into with the Operator.
4. During an Early Warning-Level Crisis or Alert-Level Crisis, the User's financial obligations are not suspended, in compliance with the terms of Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements entered into with the Operator.
5. If, during an Alert-Level Crisis, the LNG User submits to the Operator a request to reschedule the LNG Discharge Time or the LNG Load Quantity to be

injected into the LNG Facility, in accordance with para. [10] of Article [67], the User is not obliged to pay a Final Monthly Schedule Amendment Request Fee.

6. When the Alert-Level Crisis ends, the Operator shall prepare an incident report including:

   A) A description of the Crisis situation and the causes.

   B) The measures taken.

   C) An assessment of the demand not served during the Crisis, in case receptions were reduced or interrupted as a measure to handle the Crisis.

   D) An assessment of the Operator's financial obligations resulting from the measures implemented.

   Within one (1) month from the end of the Alert-Level Crisis, the Operator shall submit to RAE an incident report.

Article 65

Emergency Level / Reduction of Natural Gas deliveries and receptions

7. In the event of an Emergency-Level Crisis, the Operator may issue Operational Flow Orders, in accordance with para. [3] of this Article and the Emergency Plan, in order to ensure the good, reliable and safe operation of the NNGS and the supply for the remaining demand and, especially, Protected Consumers.

8. In the event of an Emergency-Level Crisis, measures shall be taken which are not based on the market, as defined in this Article, the Emergency Plan and Regulation No. 994/2010.

9. An Operational Flow Order is an order issued by the Operator to Transmission Users during the Emergency-Level Crisis or the Natural Gas Limited Handling Day. An Operational Flow Order is issued during an Emergency-Level Crisis to counter the Crisis and restore the NNGS' normal operation. Each Transmission User must comply directly with the Operational Flow Order issued by the Operator.

10. The Operator, by means of the Operational Flow Order, may ask Transmission Users:

    A) To reduce or interrupt Natural Gas reception/virtual reception at Exit Points/Virtual Exit Points or to change Natural Gas delivery/virtual delivery at Entry Points/Virtual Entry Points.

    B) To modify the Weekly and Daily Nominations submitted in accordance with provisions of Chapter [4] of the Network Code, in terms of the Natural Gas Quantity for delivery/virtual delivery at Entry Points/Virtual Entry Points or reception/virtual reception at Exit Points/Virtual Exit Points, up to a maximum limit included in the Operational Flow Order.

11. Reduction or interruption of Natural Gas reception at Exit Points, in case of an Emergency-Level Crisis, is performed in accordance with the Interruption Procedures in Annexes [2], [3], [4] and [5] of the Emergency Plan and Annex [III] of the Network Code, and the List of Interruption Order in Annex [1] of the Emergency Plan.

12. Users are required to execute immediately any order issued by the Operator in case of an Emergency-Level Crisis, including in particular the Operational Flow Orders. Operator orders issued during an Emergency-Level Crisis and any User actions in compliance with such orders, shall not constitute violation of the terms of Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements entered into with the Operator.

13. If, during an Emergency-Level Crisis, the LNG User submits to the Operator a request to reschedule the LNG Discharge Time or the LNG Load Quantity to be injected into the LNG Facility, in accordance with para. [10] of Article [67], the User is not obliged to pay a Final Monthly Schedule Amendment Request Fee.

14. During an Emergency-Level Crisis, the User's financial obligations are not suspended, in compliance with the terms of Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements or LNG Agreements entered into with the Operator. Transmission Users are not subject to a Daily Scheduling Charge and the User Tolerance Limits in Chapter [8] of the Network Code do not apply.

15. In case of an Emergency-Level Crisis, the Operator shall prepare an incident report with:

    A) A description of the Crisis situation and the causes.

    B) The measures taken.

    C) An assessment of the demand not served during the Crisis, in case receptions were reduced or interrupted as a measure to handle the Crisis.

    D) An assessment of the Operator's financial obligations resulting from the measures implemented.

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

Article 65^{A}
Natural Gas Limited Handling Day

1. A Natural Gas Limited Handling Day is any Day on which reduction of the NNGTS Natural Gas flow is performed or is expected to be performed due to physical or administrative constraints, in particular due to failure or Maintenance, or scheduled intervention to the NNGS or Connected Systems, for reasons that do not constitute a Crisis as defined in the Emergency Plan and Article [63].

2. The Operator shall announce the upcoming or expected Natural Gas Limited Handling Day in the Electronic Info System.

3. During or in anticipation of a Natural Gas Limited Handling Day, the Operator may issue an Operational Flow Order, which aims to handle or prevent it. The Operator, by means of the Operational Flow Order, may request Transmission Users:

A) To reduce or interrupt Natural Gas reception/virtual reception at Exit Points/Virtual Exit Points or to modify Natural Gas delivery/virtual delivery at Entry Points/Virtual Entry Points.

B) To modify the Weekly and Daily Nominations submitted in accordance with provisions of Chapter [4] of the Network Code, in terms of the Natural Gas Quantity for delivery/virtual delivery at Entry Points/Virtual Entry Points or reception/virtual reception at Exit Points/Virtual Exit Points, up to a maximum limit included in the Operational Flow Order.

Each Transmission User must comply directly with the Operational Flow Order issued by the Operator.

4. During the Natural Gas Limited Handling Day, the remaining obligations of the Operator, Transmission Users and Connected Systems Operators, or any other natural or legal entity having a legal interest under the Network Code and the relevant Transmission Agreements, Interruptible Transmission Agreements and Virtual Reverse Flow Agreements, are not suspended. During the Natural Gas Limited Handling Day, Transmission Users are not subject to a Daily Scheduling Charge and the User Tolerance Limits in Chapter [8] do not apply.

5. The Operator is not required nor obliged to pay compensation for any measures taken, as defined in this Article. The Operator, as part of their responsibilities, shall make every effort to prevent the occurrence of a Natural Gas Limited Handling Day or, if not possible, to mitigate its impact.

6. If, over the course of one year, at least one Natural Gas Limited Handling Day or such successive days occur, except where the event is due to limitations of the Natural Gas Connected Systems, the Operator shall prepare a Report on the Natural Gas Limited Handling Days. The Report shall describe (a) the causes of the (Transmission) Capacity reduction; (b) the steps taken and reasons for the choices made, as well as an assessment of their effectiveness; (c) measures and actions to prevent similar situations in the future. The Report shall be submitted to RAE within thirty (30) days of year end. Users are entitled to be notified of the report.

CHAPTER 11

LNG FACILITY MANAGEMENT AND RENDERING OF SERVICES

Article 66
Basic LNG Service

1. In accordance with the specific terms and conditions of the Network Code, the Operator is obliged to offer Users the Basic LNG Service in the most cost-effective, transparent and direct manner, without discriminating among Users.

2. The Basic LNG Service is provided for every LNG Cargo and includes the following:

   A) LNG Discharge consisting of the LNG Ship Connection, the LNG Injection and the LNG Ship Disconnection.

   B) Provision of storage volume to LNG Users inside the LNG Facility to temporarily store LNG Cargoes (Temporary LNG Storage).

   C) Regasification of an LNG Cargo and subsequent injection into the Transmission System via the LNG Entry Point.

   D) Performance of the necessary measurements and any action required for the efficient, safe and cost-effective operation of the LNG Facility, within the context of rendering the services listed under cases (A) to (C) above, according to the Network Code.

3. For the Operator to provide the Basic LNG Service, it is necessary that an LNG Facility Usage Agreement be entered into by and between the interested party and the Operator, as per Article [71].

4. To provide the Basic LNG Service, LNG Users shall pay to the Operator charges, as set in the NNGS Usage Tariff, and any other charges applicable as per the Network Code provisions and any other provisions issued on the basis of the applicable Law.

5. LNG Users shall assume all costs related to the safe docking, mooring, stay at the dock and departure of the LNG Ships they use.

6. An LNG Ship may transport interchangeably or in combination the following types of cargoes to be discharged into the LNG Facility:

   A) One or more LNG Cargoes on behalf of a single LNG User.

   B) Two or more LNG Cargoes on behalf of two or more LNG Users.

   C) A Balancing LNG Cargo.

7. The Basic Service is provided separately per LNG Cargo. If an LNG Ship carries two or more LNG Cargoes, then the LNG Ship Connection and Disconnection stages under case A), para. [2], are carried out only once and concern all of the LNG Cargoes being discharged.

8. No Basic Service is provided for Balancing LNG Cargoes.

9. If an LNG Ship carries two or more LNG Cargoes and/or a Balancing LNG Cargo, the LNG Users and the owner of the Balancing LNG Cargo – irrespective of whether such an owner is an LNG User or not – shall appoint a joint authorised representative and shall be represented by such a representative for the purposes of Articles [67] and [68]. The LNG Users of this paragraph may also be represented by a joint authorised representative for the purposes of the Monthly and Annual Scheduling under Articles [81] to [87].

Article 67
LNG Discharge

1. The LNG Discharge Time is an allowance of two (2) Days given by the Operator to commence and complete the mooring, LNG Discharge and departure procedures for each LNG Ship.

2. The LNG Discharge Day for each LNG Cargo is set to be the first Day of the Discharge Time. The LNG Discharge Day is set by application of the Monthly LNG Scheduling procedure, in accordance with the provisions of Article [84].

3. Seventy two (72), forty eight (48), twenty four (24) and twelve (12) hours prior to the scheduled LNG Discharge Day, the LNG User or their authorised representative shall inform the Operator of the LNG Ship's anticipated arrival time.

4. The LNG User or their authorised representative shall submit to the Operator a Notice of Arrival as soon as the LNG User's ship reaches the predetermined-by-the-Operator point in the sea area of the LNG Facility (Pilot Station) and provided that the LNG User has settled any relevant matters with the competent port authorities. If an LNG Ship carries LNG Cargoes for two or more LNG Users, the Notice of Arrival shall be submitted by their joint authorised representative as per para. [9] of Article [66].

5. The communication mode and procedure between the Operator and the LNG User's ship, any technical matters related to the LNG Ship's approach, Connection and Disconnection, as well as any other relevant details are set out in the LNG Facility Procedures manual, which is compiled by the Operator and published on their website.

6. Following an LNG Ship's safe mooring and Connection, the LNG User or their authorised representative and the Operator co-sign a Notice of Readiness. If an LNG Ship carries LNG Cargoes for two or more LNG Users, the Notice of Readiness is signed by their joint authorised representative as per para. [9] of Article [66]. The Notice of Readiness concerns all LNG Cargoes carried by the LNG Ship to be injected into the LNG Facility.

7. The LNG Injection Time is the period, in hours, between signing a Notice of Readiness and completing Injection of the LNG Cargo(es) into the LNG Facility. If a Balancing LNG Cargo is carried along with (an) LNG Cargo(es), the LNG Injection Time is calculated by multiplying the total time, in hours, between signing the Notice of Readiness until completing Injection of the LNG Cargo(es) and the Balancing LNG Cargo into the LNG Facility by the ratio of the Nominated LNG Quantity to the sum of the Nominated LNG Quantity plus the Nominated Balancing LNG Quantity.

8. If an LNG User exceeds the LNG Discharge Time allocated to them, the Operator applies an LNG Discharge Time Violation Charge to the LNG User, under the following cumulative circumstances: (a) the said violation has forced the Operator to postpone scheduled mooring of or LNG Discharge from the LNG Ship of another LNG User, which had been scheduled according to the Final Monthly LNG Schedule and confirmed by submitting the corresponding Notice of Arrival, but fell within the time during which the first User exceeded the LNG Discharge Time; and (b) there are no Force Majeure circumstances affecting the LNG User who exceeded the LNG Discharge Time.

9. The LNG Discharge Time Violation Charge is calculated by multiplying the integer number of hours in excess of the LNG Discharge Time by a unit charge (LNG Discharge Time Violation Unit Charge). The LNG Discharge Time Violation Unit Charge is set to one thousand five hundred (1,500.00) euros per hour. After the end of the Year following the Year of the Network Code implementation, the LNG Discharge Time Violation Unit Charge is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Revenues from the LNG Discharge Time Violation Charges are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator. If an LNG Ship carries two or more LNG Cargoes, the Operator determines the number of excess hours for each User by multiplying the integer number of the LNG Discharge Time excess hours by the ratio of the LNG User-specific Nominated LNG Quantity to the sum of the Nominated LNG Quantity. If a Balancing LNG Cargo is carried along with the LNG Cargoes, the above mentioned ratio is in the form of the LNG User's Nominated LNG Quantity to the sum of the Nominated Balancing LNG Quantity plus the Nominated LNG Quantity. If the Balancing LNG Cargo is carried on behalf of an LNG User, the above mentioned ratio for that LNG User is in the form of the sum of the LNG User's Nominated LNG Quantity plus the Nominated Balancing LNG Quantity to the sum of the Nominated LNG Quantity plus the Nominated Balancing LNG Quantity.

10. If an LNG Ship is expected to arrive at the LNG Facility prior to the Discharge Day scheduled in the Final Monthly LNG Schedule or after the end of the scheduled LNG Discharge Time, or if the Quantity of an LNG User's Cargo(es) to be discharged into the LNG Facility is larger or smaller than the LNG User's Nominated LNG Quantity by a percentage exceeding the LNG Cargo Scheduling Tolerance Limit, as per para. [6] of Article [68], the LNG User shall submit to the Operator a Final Monthly LNG Schedule Amendment Request. The Final Monthly LNG Schedule Amendment Request is considered to be a request for non-scheduled discharge; is submitted in accordance with para. [2] of article [88]; and is assessed by the Operator in accordance with the procedure of para. [3] to [9] of Article [88]. Along with the request, the LNG User shall submit proof of payment of the Final Monthly LNG Schedule Amendment Request Fee, which is set as follows:

    A) Provided that the Final Monthly LNG Schedule Amendment Request is submitted at the latest five (5) Days prior to the Discharge Day:

        i) If the request is about rescheduling the Discharge Day or Discharge Time, the Final Monthly LNG Schedule Amendment Request Fee

shall be equal to twenty percent (20%) of the Scheduled LNG Cargo Discharge Cancellation Charge, as per para. [8] of Article [86].

ii) If the request is about re-determining the LNG Cargo Quantity to be injected into the LNG Facility, the Final Monthly LNG Schedule Amendment Request Fee shall be equal to twenty percent (20%) of the LNG Quantity Scheduling Charge, as per para. [5] and [7] of Article [68], but instead taking into account the sum of the LNG Cargo for injection into the LNG Facility plus the Balancing LNG Cargo nominated in the request rather than the Injected LNG Quantity.

B) Provided that the Final Monthly LNG Schedule Amendment Request is submitted between the fourth Day prior to the Discharge Day and the Discharge Day itself:

i) If the request is about rescheduling the Discharge Day or Discharge Time, the Monthly LNG Schedule Amendment Request Fee shall be equal to the Scheduled Discharge Cancellation Charge, as per para. [8] of Article [86], less the amount resulting by multiplying one fifth of such a charge by the number of days between the Discharge Day and the Day on which the Final Monthly LNG Schedule Amendment Request was submitted.

ii) If the request is about re-determining the LNG Cargo Quantity to be injected into the LNG Facility, the Final Monthly LNG Schedule Amendment Request Fee shall be equal to the LNG Quantity Scheduling Charge, as per para. [6] of Article [68], less the amount resulting by multiplying one fifth of such a charge by the number of days between the Discharge Day and the Day on which the Final Monthly LNG Schedule Amendment Request was submitted. The calculation of the LNG Quantity Scheduling Charge takes into account the sum of the LNG Cargo for injection into the LNG Facility plus the Balancing LNG Cargo nominated in the request rather than the Injected LNG Quantity.

C) If the amendment request is about rescheduling the Discharge Day or Discharge Time and re-determining the LNG Cargo Quantity to be injected into the LNG Facility, the Final Monthly LNG Schedule Amendment Request Fee shall be calculated by adding the individual charges indicated in the above two cases. The Final Monthly LNG Schedule Amendment Request Fee may not exceed the amount of one hundred thousand (100,000.00) euros. After the end of the Year following the Year of the Network Code implementation, the Final Monthly LNG Schedule Amendment Request Fee, as well as the applicable cap on the Final Monthly LNG Schedule Amendment Request Fee, are set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Revenues from the Final Monthly LNG Schedule Amendment Request Fee are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator.

D) If an LNG Ship carries LNG Cargoes for two or more LNG Users, the request to reschedule the Discharge Day or Discharge Time is submitted by the Users' joint authorised representative as per para. [9] of Article [66]. The Final Monthly LNG Schedule Amendment Request Fee for re-determining the Discharge Day shall be charged pro-rata based on the ratio of the LNG User's Nominated LNG Quantity to the Nominated LNG Quantity.

11. The LNG User shall perform the LNG Discharge in accordance with the Final Monthly LNG Schedule if:

A) The request to reschedule the Discharge Time is dismissed by the Operator, as per case C), para. [5], Article [88].

B) The LNG User or their authorised representative fails to submit a declaration of acceptance of the conditions set by the Operator within the deadline set out in para. [8], Article [88].

In the cases described under A) and B) above, the Operator shall refund the Final Monthly LNG Schedule Amendment Request Fee to the LNG User. The Operator shall also refund this Fee in case of accepting, as per the procedure of para. [3] to [9] of Article [88], a Final Monthly LNG Schedule Amendment Request to reschedule the Discharge Day by up to two (2) Days earlier than the Discharge Day stated in the Final Monthly LNG Schedule. If the LNG User cancels discharge, then para. [8] of Article [86] shall apply. The Operator shall not be obliged to pay demurrage or any other compensation to the LNG User if the Final Monthly LNG Schedule Amendment Request is dismissed.

12. Notwithstanding any Force Majeure events, if the Operator does not allow an LNG User's ship to moor or discharge LNG within the allocated LNG Discharge Time, according to the Final Monthly LNG Schedule, then the Operator shall pay demurrage to the LNG User. Demurrage shall be calculated by multiplying the integer number of hours in excess of the LNG Discharge Time by a Unit Charge (Demurrage Calculation Unit Charge) which is set to one thousand five hundred (1,500.00) euros per hour. After the end of the Year following the Year of the Network Code implementation, the Demurrage Calculation Unit Charge is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Demurrage expenses are considered to be Primary LNG Activity expenses and are debited to the corresponding account kept by the Operator. If an LNG Ship carries LNG Cargoes for two or more LNG Users, demurrage shall be distributed pro-rata based on the ratio of each LNG User's Nominated LNG Quantity to the sum of the Nominated LNG Quantities of all LNG Users whose LNG Cargoes are being carried with the said vessel.

13. If one or more vessels have submitted a Notice of Arrival to the Operator, nonetheless their approach and mooring to the LNG Facility is not possible for any reason whatsoever, the Operator prepares an LNG Discharge priority list. Higher priority is granted to LNG Ships which appear earlier in the Final Monthly LNG Schedule, regardless of when the corresponding Notices of Arrival were submitted.

14. In the event of an Emergency, the Operator or LNG User may ask their counterparty in the LNG Facility Usage Agreement to interrupt the LNG Discharge procedure of the LNG User's ship moored at the LNG Facility and to depart promptly. Both the LNG User and the Operator shall comply immediately with the other party's similar requests.

15. Notwithstanding para. [7], if a Balancing LNG Cargo is carried along with an LNG Cargo, any references to LNG Cargo Quantity in this article refer to the sum of the LNG User's LNG Cargo(es) or to the sum of several LNG Users' LNG Cargo(es) plus the Balancing LNG Cargo.

16. A Final Monthly Schedule Amendment Request may also be submitted if the LNG Cargo is to be discharged in part or in whole by an LNG User (New LNG User) other than the LNG User registered (Initial LNG User) in the Final Monthly LNG Schedule. In this case, an Amendment Request shall be submitted by both Users as per para. [2] of Article [88]; the request is assessed by the Operator in accordance with the procedure of para. [3] to [9] of Article [88]. If the Final Monthly LNG Schedule Amendment Request is submitted between the fourth day prior to the Discharge Day and the Discharge Day itself, the relevant Fee is equal to two percent (2%) of the LNG Quantity Scheduling Charge as per para. [5] and [7] of Article [68] and is charged correspondingly pro-rata based on the ratio of the LNG Cargo that remains with the Initial LNG User to the LNG Cargo discharged by the New LNG User. In case of User change, the Final Monthly LNG Schedule Amendment Request Fee shall be nil if the request is submitted at the latest five (5) days prior to the Discharge Day.

Article 68
LNG Injection

1. LNG Users shall make every possible effort, even integrating appropriate terms in any agreements they may enter into in relation to the performance of their activity in the Natural Gas sector, in order to ensure that the LNG delivered to the LNG Facility is compliant with the Natural Gas (Quality) Specifications.

2. LNG Users or – if an LNG Ship carries LNG Cargoes for two or more LNG Users – their joint authorised representative, as per para. [9] of Article [66], shall inform the Operator about the Quantity and quality characteristics of the LNG to be delivered to the LNG Facility, following the procedure set out in the LNG Facility Procedures manual.

3. If an LNG Cargo does not comply with the Natural Gas (Quality) Specifications, the Operator may not allow Injection of a part or the whole quantity of the LNG Cargo(es) to be delivered to the LNG Facility.

4. If a Balancing LNG Cargo is carried along with LNG Cargo(es):

   A) An LNG User's Injected LNG Quantity shall be calculated as the difference between the total measured LNG Quantity after Injection of the LNG Cargo(es) into the LNG Facility and the Nominated Balancing LNG Quantity.

   B) The Injected Balancing LNG Quantity shall equal the Nominated Balancing LNG Quantity.

5. If the LNG User's Injected LNG Quantity, in volume units, is more or less than the Nominated LNG Quantity, in volume units, by a percentage greater than the LNG Cargo Scheduling Tolerance Limit, the Operator shall charge the LNG Quantity Scheduling Charge to the LNG User. The LNG Cargo Scheduling Tolerance Limit shall be ten percent (10%).

6. The LNG Quantity Scheduling Charge is calculated by multiplying the Scheduled LNG Cargo Discharge Cancellation Charge, estimated on the basis on the Nominated LNG Quantity, by the ratio of the absolute value of the difference between the Injected and Nominated LNG Quantity to the Nominated LNG Quantity, and by a surcharge factor of three (3). The LNG Quantity Scheduling Charge may not exceed the amount of one hundred thousand (100,000) euros. If an LNG Ship carries two or more LNG Cargoes, the Scheduling Charge cap is applied to each LNG User for the total of the LNG Cargoes carried for them on the specific vessel. After the end of the Year following the Year of the Network Code implementation, the surcharge factor and the upper limit of the LNG Quantity Scheduling Charge are set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Revenues from the LNG Quantity Scheduling Charge are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator.

7. An LNG Quantity Scheduling Charge Statement is attached to the invoice sent to LNG Users every Month. A template of the LNG Quantity Scheduling Charge Statement shall be published in the Electronic Info System.

8. In order to apply para. [3], [5], and [6], when a Balancing LNG Cargo is also carried along with an LNG Cargo, any references to LNG Cargo Quantity, Nominated LNG Quantity and Injected LNG Quantity refer to the sum of the LNG User's LNG Cargo plus the Balancing LNG Cargo; to the sum of the Nominated LNG Quantity plus the Nominated Balancing LNG Quantity; and to the sum of the Injected LNG Quantity plus the Injected Balancing LNG Quantity, respectively.

9. If an LNG Ship carries two or more LNG Cargoes, then an LNG User's Injected LNG Quantity is calculated as the difference between the total LNG Quantity measured after injection of the LNG Cargoes into the LNG Facility and the Nominated Balancing LNG Quantity multiplied (i.e. the resulting difference) by the ratio of the LNG User's Nominated LNG Quantity to the Nominated LNG Quantity.

Article 69

Temporary LNG Storage

1. As part of the Basic LNG Service, LNG Users are provided with storage volume at the LNG Facility to temporarily store LNG Cargoes (Temporary Storage Volume).

2. Temporary Storage Period shall be the period of an integral number of successive Days, commencing on the Day following the Discharge Day in accordance with the Final Monthly Schedule.

3. The Temporary Storage Volume for each LNG Cargo is determined as follows:

A) During the LNG Injection Time, the Temporary Storage Volume is increased linearly up to a maximum value (Maximum Temporary Storage Volume). Throughout an LNG Injection, it is assumed that LNG regasification also takes place at an hourly regasification rate calculated according to the following formula:

$$HGR = \frac{C}{n * 24} \text{ (MWh/hour)}$$

Where:

HGR: The hourly regasification rate (MWh/hour)

C: The LNG Cargo (MWh), in accordance with the Final Monthly Schedule

n: The Temporary Storage Period (Days), in accordance with the Final Monthly Schedule

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

$$MTSV = C - HGR * t_{IP} \quad \text{(MWh)}$$

Where:

MTSV: The Maximum Temporary Storage Volume (MWh)

t_{IP}: The LNG Injection Time (hours), in accordance with the Final Monthly Schedule.

B) During the Temporary Storage Period, the Temporary Storage Volume is reduced linearly so that by the end of this Period it is null.

4. If an LNG Cargo Discharge is performed in accordance with the Final Monthly LNG Schedule, the longest duration of the Temporary Storage Period is set to eighteen (18) successive Days (Longest Temporary Storage Period).

5. If the commencement of an LNG Cargo Discharge takes place according to the Final Monthly LNG Schedule, however the LNG Cargo Injection is completed after the lapse of the respective LNG Discharge Time, the Longest Temporary Storage Period is set to seventeen (17) Days.

6. The Operator may reduce the Temporary Storage Period in accordance with para. [10] of Article 67, para. [5] of Article 87, and case B), para. [5] of Article 88, or upon a relevant request by the User within the context of submitting a Request for the Provision of the Basic LNG Service, an Annual LNG Nomination or a Monthly LNG Nomination (as per Articles [71], [82] and [84]), respectively. When reducing the Temporary Storage Period, the Operator takes into account the Available Storage Volume at the LNG Facility, the Final Monthly LNG Schedule, the LNG Users' Reserved Regasification Capacity and the LNG Facility Regasification Capacity.

7. The Operator provides each LNG User with Additional Storage Volume (ASV), in accordance with the procedure and under the terms and conditions set out in Article [76]. Provision of Additional Storage Volume is not included in the Basic LNG Service.

8. If an LNG Ship carries two or more LNG Cargoes to be discharged into the LNG Facility for one or more LNG Users, the Injection Time is common for all LNG Cargoes and equal to the longest Injection Time nominated by the Users employing the specific vessel according to the Final Monthly Schedule. The Injection of LNG Cargoes is deemed to have been completed at the same time for all Cargoes.

Article 70
LNG Regasification

1. To regasify an LNG Cargo delivered to the LNG Facility by an LNG User, it is necessary to reserve LNG Regasification Capacity as per the terms in this article.

2. The Minimum LNG Cargo Regasification Capacity is calculated according to the following formula:

$$MRC = \frac{C}{n^2 * 24} * \left[n * 24 - t_{IP}\right] \text{ (MWh/day)}$$

Where:

MRC: The Minimum LNG Cargo Regasification Capacity (MWh/Day)

C: The LNG Cargo (MWh), in accordance with the Final Monthly Schedule

n: The Temporary Storage Period (Days), in accordance with the Final Monthly Schedule

t_{IP}: The LNG Injection Time (hours), in accordance with the Final Monthly Schedule.

3. The Minimum LNG User Regasification Capacity for each Day is defined as the sum of the Minimum Regasification Capacities of an LNG User's LNG Cargoes, for which the corresponding Temporary Storage Period has not expired.

4. LNG Users are obliged to reserve Regasification Capacity as part the LNG Facility Usage Agreement entered into with the Operator. This capacity:

   A) Is at minimum equal to the eventual Minimum LNG User Regasification Capacity.

   B) Equals the sum of the eventual Delivery (Transmission) Capacity reserved at the LNG Entry Point by the LNG User, in their capacity as a Transmission User, or by other Transmission Users, to the extent that they are served by the LNG User in connection to the delivery of Natural Gas at the LNG Entry Point of the Transmission System.

5. If the LNG User enters into more than one (1) LNG Facility Usage Agreements with the Operator, the LNG User Reserved Regasification Capacity is calculated each Day as the sum of the Regasification Capacity reserved by the LNG User by means of each LNG Facility Usage Agreement in effect on that Day.

6. The limitations of para. [4] do not apply to the Days when:

   A) The LNG User's Daily LNG Stock is negative or null; or

B) The Temporary Storage Volume for the LNG User's LNG Cargo is null.

7. The LNG Quantity regasified each Day for an LNG User is determined by the Daily Nomination submitted by the Transmission Users served by the LNG User. The Operator is obliged to receive Natural Gas Quantities from the LNG Facility at the LNG Entry Point, up to the amount of the Reserved LNG User Regasification Capacity, notwithstanding para. [8] and as per the remaining provisions of the Network Code, particularly those in Articles [69] and [79]; such quantities are nominated following the procedure set out in Chapter [4] of the Network Code.

8. If the Natural Gas Quantity nominated by a Transmission User for delivery to the LNG Entry Point exceeds the Natural Gas Quantity corresponding to the Reserved Regasification Capacity of LNG Users serving the said Transmission User, the Operator shall modify the Weekly Nomination or shall reject the Daily Nomination of the Transmission User, according to the procedure of Chapter [4] of the Network Code, unless the LNG Users serving the Transmission User jointly submit a written consent along with the Nomination, relating to the LNG regasification and delivery of the nominated Natural Gas Quantity at the LNG Entry Point, and provided that the delivery of the said Natural Gas Quantity at the LNG Entry Point is feasible, taking into account the available LNG Facility Regasification Capacity on the specific Day.

9. The Operator shall calculate and publish the following, having taken into account the Annual and Monthly LNG Schedule, the LNG Facility Usage Agreements and the Regasification Capacity the Operator has reserved, as per the provisions of para. [3] of Article [71] of the Law, for the purposes of load balancing and public utility services supply:

   A) The Regasification Capacity which is available for each Day of each Year, when the publication of the Final Annual LNG Schedule takes place.

   B) The Regasification Capacity which is available for each Day of each Month, when the publication of the Final Monthly LNG Schedule takes place.

10. The Minimum Daily LNG Regasification Rate is the minimum LNG Quantity that should be regasified per Day to ensure the uninterrupted operation of the LNG Facility. The Operator is obliged to publish the Minimum Daily LNG Regasification Rate for the LNG Facility.

Article 71
LNG Facility Usage Agreement

1. Users registered in the NNGS Users Registry are eligible to enter into an LNG Facility Usage Agreement (LNG Agreement) with the Operator, as long as they evidence to fulfil at least one of the following conditions:

   A) They have reserved themselves (Transmission) Capacity at the Transmission System LNG Entry Point, in their capacity as Transmission Users.

   B) They serve other Transmission Users who have reserved (Transmission) Capacity at the Transmission System LNG Entry Point.

2. The LNG Agreement is concluded for a term equal to integral multiples of one (1) Day and at least for the period between the Maximum LNG Agreement Effective Date and the Minimum LNG Agreement Expiration Date, both dates inclusive. The Maximum LNG Agreement Effective Date is defined as the first Day of the Initial Discharge Period of the first LNG Cargo (time-wise) within the scope of the Agreement, in accordance with the provisions of item iv) of case B), para. [7]. The Minimum LNG Agreement Expiration Date is defined as the Day resulting from adding the Day after the last Day of the Initial Discharge Period to the Temporary Storage Period of the last LNG Cargo within the scope of the Agreement.

3. The LNG Agreement is prepared in writing, based on the standard agreement published as per the provisions of case a), para. 2 of Article 68 of the Law (Standard LNG Agreement).

4. The LNG Agreement grants the contracting User a right to proceed to all relevant legal actions, in compliance with the provisions of the Network Code, and obliges them to pay any charges applicable under the NNGS Usage Tariff and the provisions of the Network Code.

5. The LNG Agreement shall define at least the following:

   A) The Reserved LNG User Regasification Capacity, according to the provisions of para. [4], Article [70].

   B) The terms pertaining to the provision of the Basic LNG Service by the Operator and the User's obligations and rights, according to the Network Code.

   C) The contractual liability limitations of contracting parties and the required guarantees that should be deposited by the LNG User to enter into the Agreement, as well as the procedures for the Operator to invoice and LNG User to pay the value of services rendered.

   D) The cases of Force Majeure, breach or termination of the Agreement, as well as the dispute settlement procedure for disputes resulting from the application of the Agreement terms.

   E) The procedure for modifying the Agreement and adjusting the Agreement terms should the regulatory framework on natural gas market changes.

6. In order to enter into an LNG Facility Usage Agreement, a Request for the Provision of the Basic LNG Service is submitted to the Operator in writing or via the Electronic Info System, as per the provisions of the Standard LNG Agreement. The Request is accompanied by the documents and data defined in the provisions of the Standard LNG Agreement. If the applicant has entered into at least one LNG Agreement with the Operator in the past twelve (12) months following submission of a Request for the Provision of the Basic LNG Service, only the required supporting documents that have been modified since the immediately previous Request shall be re-submitted along with the new Request, as well as an attestation by the applicant's legal representative to the effect that the remaining supporting documents already submitted along with the immediately previous Request are still valid and have not been modified. The Request for the Provision of the Basic LNG Service is submitted to the Operator at the latest forty five (45) Days prior to the beginning of the Month when the

first LNG Cargo Discharge for the applicant has been scheduled to take place, notwithstanding case A), para. [9] of Article [88].

7. In the Request for the Provision of the Basic LNG Service, the User shall include:

   A) The Regasification Capacity wishing to reserve.

   B) The LNG Cargoes' Discharge Schedule for each Month during which the Agreement will be in effect. If the desired LNG Agreement term is greater than twelve (12) Months, the discharge schedule is submitted for each Month, starting from the desired Agreement effective date until: (a) the end of the Year in which the request was submitted; or (b) at the earliest between the end of the next Year or the Month of the LNG Agreement's expiry, provided that the time between the date of submitting the Request for the Provision of the Basic LNG Service and the end of the Year in which the said request was submitted is less than twelve (12) weeks. The discharge schedule for each Month includes:

      i) The total number of LNG Cargoes that the applicant wishes to discharge during the Month.

      ii) Each LNG Cargo's Quantity and the name of the LNG Ship carrying the LNG Cargo, if known.

      iii) The LNG Injection Time estimated by the User per LNG Cargo discharge.

      iv) The desired LNG Discharge Day, and a period of four (4) Days which includes the LNG Discharge Time (Initial Discharge Period) for each LNG Cargo.

      v) The desired Temporary Storage Period for each LNG Cargo.

8. If the applicant has participated in the LNG Annual Scheduling and an LNG Cargo discharge has been scheduled for them in specific Months to come, it is not necessary to submit the details under case B) of the previous paragraph for the said Months.

9. When assessing the requests, the Operator shall respect the time priority of submissions.

10. The Operator shall make a decision about the request within five (5) business days from the LNG Request Date, taking into account, in particular, the Regasification Capacity that has been reserved by other LNG Users, the Final Annual LNG Schedule, the relevant Final Monthly LNG Schedules and the NNGS Annual Maintenance Schedule.

11. If the Operator considers that the request is complete and there is no reason to dismiss it under the provisions of para. [14], the applicant is asked to sign an LNG Facility Usage Agreement within a deadline, notwithstanding the provisions of Article [88], of either ten (10) business days from the LNG Request Date or the twentieth (20th) Day prior to the beginning of the Month when the provision of LNG Facility Usage Services begins, whichever comes first. If the Request for Provision of the Basic LNG Service is about a non-scheduled LNG Cargo discharge, the deadlines under Article [88] apply.

12. If the Operator:

    A) Finds omissions in the submitted documentation;

    B) Deems that it is not possible to fully or partially uphold the discharge schedule submitted by the applicant according to case B) of para. [7];

    they shall ask the applicant to complete or amend the request accordingly within eight (8) business days from the LNG Request Date. In the event that case B) applies, the Operator shall suggest to the applicant an alternative discharge schedule for those Months during which it is not possible to uphold the discharge schedule of the Request for the Provision of the Basic LNG Service. If the applicant fails to submit to the Operator the requested data or does not implement the relevant amendments to the discharge schedule in time, the request shall be dismissed. The Operator shall make a decision about the request within two (2) business days after they have received the new details submitted by the applicant, while taking specifically under consideration the criteria of para. [11]. If the Operator considers that the request is complete and there is no reason to dismiss it under the provisions of para. [14], the applicant is asked to sign the LNG Facility Usage Agreement within a certain deadline, notwithstanding provisions of Article [88], of either five (5) business days from the date the Operator received the new details submitted by the applicant or the twentieth (20^{th}) Day prior to the beginning of the Month when the provision of LNG Facility Usage Services begins, whichever comes first. If the Request for the Provision of the Basic LNG Service is about a non-scheduled LNG Cargo discharge, the deadlines under Article [88] apply.

13. If the request is not complete or there are reasons to deny access as per the provisions of paragraph [14], the Operator rejects the request in writing. The rejection of a request is fully reasoned by the Operator, then notified to the applicant along with any supporting documents and information, and is communicated to RAE.

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

    A) Signing the relevant LNG Facility Usage Agreement may prevent the Operator from fulfilling their assigned obligations to provide the public utility services.

    B) The reasons in Article 68, para. 2, case a), subpara. 5 of the Law apply and the procedure therein has been complied with.

    C) The requested Regasification Capacity to be reserved exceeds the available LNG Facility Regasification Capacity or the Delivery (Transmission) Capacity reserved at the LNG Entry Point by the Transmission Users that the applicant has declared to serve.

    D) The Operator is unable to fully or partially uphold the applicant's discharge schedule and the applicant does not agree with the amendment proposed by the Operator or the deadline set by the Operator has lapsed without any action, according to provisions of case B), para. [12].

    E) The requested LNG Cargo Temporary Storage Period exceeds the Longest Temporary Storage Period as per Article [69].

15. During the term of the LNG Agreement, the LNG User must request for the change of the Regasification Capacity reserved, in order to comply with the provisions of para. [4], Article [70]:

    A) Whenever the Reserved Regasification Capacity is less than the Minimum LNG User Regasification Capacity, including when the MGC is increased as per para. [2] of Article [70] as a result of the Operator reducing the Temporary Storage Period.

    B) Whenever there is a change in the Delivery (Transmission) Capacity reserved by the LNG User or the Transmission Users served by the LNG User at the Transmission System LNG Entry Point, including when the conditions of para. [1] and [2] of Article [79] apply, and an LNG regasification increase is dictated as a result thereof, as per para. [3] and [4] of the same Article.

16. In order to change the Reserved Regasification Capacity, the User shall submit in writing a request to that effect to the Operator, at least five (5) business days prior to the desired date for such a change. The Operator gives a reasoned reply to the User within three (3) business days prior to the desired day for the change.

17. When examining the request to change the Reserved LNG User Regasification Capacity, the Operator takes into account the relevant provisions of the Network Code, especially para. [4] of Article [70], Article [74], the LNG Facility Regasification Capacity, the Final Annual LNG Schedule and the relevant Final Monthly LNG Schedules, as well as the reliable, safe and effective operation of the LNG Facility. The rejection of the User's request is reasoned by the Operator and communicated to RAE.

18. Provided that the LNG User's request is accepted, the Operator proceeds immediately to changing the Reserved LNG User Regasification Capacity and modifies the LNG Agreement accordingly.

19. A written amendment to the Agreement is also required:

    A) If the Temporary Storage Period is changed.

    B) If the LNG Discharge Day is changed as per Article [67] or as part of the Monthly LNG Cargo Discharge Scheduling as per Article [84] or Article [88], provided that there is a need to change the LNG Agreement term in order to comply with the rules of para. [2].

    C) If the LNG User has reserved Additional Storage Volume as per Article [76], provided that it is necessary to change the LNG Agreement term in order for the LNG Agreement to cover the future date of Additional Storage Volume allocation to the LNG User.

    To amend the LNG Agreement as described above, the User shall submit in writing a request to that effect to the Operator, at least three (3) business days prior to the desired date for such a change. The Operator gives a reasoned reply to the User within two (2) business days prior to the desired day for the change.

20. The Operator is obliged to publish the content of the Standard LNG Agreement on their website, including the Annexes thereto, in editable format.

Article 72
Additional LNG Services

1. Besides the Basic LNG Service, the Operator may provide to LNG Users or third parties additional services related to the Primary LNG Activity (Additional LNG Services) such as, in particular, services of inerting, gassing-up and cooling-down of LNG Ships, according to the provisions of this article.
2. An agreement must be entered into between the interested party and the Operator for the provision of Additional LNG Services.
3. Within two (2) months from the Network Code effective date, the Operator prepares a List of Additional LNG Services detailing:
   A) The Additional LNG Services.
   B) A Tariff used to estimate fees for each service.
   C) A draft agreement for the provision of such services, which is put forward to all interested parties without any discrimination.
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 and any amendments thereof are notified to RAE and published on the Operator's website.
6. When providing Additional LNG Services, the Operator shall ensure the smooth, safe and cost-effective operation of the LNG Facility, particularly the unhindered provision of the Basic LNG Service to the LNG Users, as well as fulfilment of their assigned obligations to provide the public utility services.
7. The Operator's revenues and expenses from providing Additional LNG Services are posted in the LNG Facility Primary Activity account kept by the Operator under a separate code and are not taken into account when determining the NNGS Usage Tariff.

Article 73
Assignment of Reserved Regasification Capacity, Additional Storage Volume and Temporary Storage Volume

1. Each LNG User (LNG Assignor) may enter into an assignment agreement with another LNG User (LNG Assignee)
   A) for the whole or part of the Regasification Capacity they have reserved as per Article [71];
   B) for the whole or part of the Temporary Storage Volume that has been assigned to them as part of the Basic LNG Service;
   C) for the whole or part of the Additional Storage Volume that has been reserved by them as per Articles [76] and [76^{A}].

   By virtue of the assignment agreement, the LNG Assignor and the LNG Assignee agree that the LNG Assignee enters fully the rights and obligations of the LNG Assignor that arise from the provisions of the Network Code and the terms of the LNG Agreement, in relation to the Assigned LNG Entity in cases

A) to C) above, and is rendered exclusively responsible towards the Operator for the fulfilment of these obligations and particularly those concerning payment of the effective NNGS Usage Tariff, as well as any financial obligations arising from reserving Additional Storage Volume as per Articles [76] and [76^{A}].

2. The assignment agreement becomes effective upon the Operator's written consent. To this end, the parties must notify in writing the Operator, by submitting every detail concerning the said assignment at least two (2) Days prior to the effective Day of the assignment. The Operator shall not consent in writing and the agreement shall not be effective if at least one of the following conditions applies:

   A) An assignment would result in a violation of the Network Code provisions relating to the LNG Assignor or the LNG Assignee.

   B) The LNG Assignee has not entered into an LNG Agreement with the Operator at least one (1) Day prior to the Day on which the assignment takes place and at minimum for the size of the assigned Regasification Capacity and the period related to the assignment.

3. No later than one (1) Day prior to the Day on which the assignment takes place and immediately after the assignment of the LNG Agreement with the LNG Assignee, if applicable, the Operator shall inform the LNG Assignor and the LNG Assignee as to whether they consent or not to the assignment.

Article 73^{A}

Lease of Reserved Regasification Capacity, Additional Storage Volume and Temporary Storage Volume

1. Each LNG User (Lessor) may enter into a LNG lease agreement with another LNG User (Lessee):

   A) for the whole or part of the Regasification Capacity they have reserved as per Article [71];

   B) for the whole or part of the Temporary Storage Volume that has been assigned to them as part of the Basic LNG Service;

   C) for the whole or part of the Additional Storage Volume that has been reserved by them as per Articles [76], [76^{A}] and [76^{B}].

2. By virtue of the LNG lease agreement, the Lessor undertakes on behalf of the Lessee to regasify the Lessee's LNG Quantity if the lease refers to case A) above and/or to store the Lessee's LNG Quantity if the lease refers to cases B) and C) above, as set out in the lease agreement.

3. The Lease Agreement determines at minimum:

   A) The procedure by which the Lessor may request from the other party the termination of part or the entire lease as per cases A) to C) of para. [1].

   B) The payment which the Lessor shall pay to the Lessee in the event of lease termination as per case A). The compensation shall be determined by the Lessor taking into account the probability of lease termination during the period when the lease Agreement is in force, as estimated by the Lessor,

based on Natural Gas demand trend projections and relevant historical data.

C) The allocation between Lessor and Lessee of the following, at minimum:

i) The Lessor's and Lessee's LNG Quantities in the Temporary Storage Volume and/or the Additional Storage Volume.

ii) The Lessor's and Lessee's LNG Quantities which are regasified taking into account any compulsory regasification as per Article [79].

iii) The Lessor's and Lessee's Daily LNG Stock.

D) Any matters related to the management of any remaining LNG Stock of the Lessee after the expiration of the lease agreement.

4. The lease agreement does not require the Operator's consent. The Lessor remains solely liable to the Operator for the fulfilment of the terms arising from the provisions of the Network Code and the terms of the LNG Agreement with the Operator and for the payment of the effective NNGS Usage Tariff, as well as any financial obligations arising from reserving the Additional Storage Volume as per Articles [76], [76^{A}] and [76^{B}]. The Lessor shall inform the Operator for each lease within the same Day on which the lease agreement is concluded as per cases A) to C) of para. [1], and for the lease term. The Lessor shall inform the Operator for each lease termination as per case A) of para. [3] no later than one (1) Day following the lease termination.

Article 73^{B}

Offering unused Reserved Regasification Capacity, Additional Storage Volume and Temporary Storage Volume on the secondary market

1. LNG Users shall offer to any third interested Users for the purpose of assignment (as per Article [73]) or leasing (as per Article [73^{A}]) the amount of Reserved Regasification Capacity, Additional Storage Volume and Temporary Storage Volume, which is estimated not to be used within a specified period, in accordance with the provisions of this article (Unused LNG Parameter).

2. Notwithstanding para. [5] about offering the Unused LNG Entity on the secondary market, the Offering User must submit to the Operator a relevant proposal in writing, and also request that their proposal be entered in the Electronic Transactions System. The proposal shall include the following:

A) The Unused LNG Entity available for offering, the Day or the period during which it is being offered, and the price asked by the Offering User for the Unused LNG Entity being offered. If the Unused LNG Entity being offered refers to Reserved Regasification Capacity and/or Temporary Storage Volume, the LNG User lists the portion of the proposed parameter separately per LNG Agreement.

B) The assessment terms of the requests of interested Users.

C) In case of a lease proposal, whatever is specified in case A), para. 3 of Article [73^{A}].

3. The User may offer more than one Unused LNG Parameters under the same proposal, at the same price. The Operator accepts or rejects in writing the User's proposal the next Day following the Day of receipt. The Operator rejects a proposal for the Unused LNG Entity if at least one of the following cases applies:

   A) The proposal does not include all the information required according to para. [2]; or

   B) The proposed Reserved Regasification Capacity exceeds the total Reserved Regasification Capacity of the Offering User under the LNG Agreements in force; or the period during which the reserved capacity is being offered does not comply with the User's LNG Agreements.

   C) The proposed portion of the Temporary Storage Volume exceeds the total Temporary Storage Volume which has been allocated under the Basic LNG Service as per Article [69] for all LNG Cargoes of the LNG User.

   D) The proposed portion of the Additional Storage Volume exceeds the total Additional Storage Volume which has been allocated to the LNG User as per Articles [76^{A}] and [76^{B}].

   E) The assignment would result in breaching the provisions of the Network Code for the LNG Assignor.

4. The Operator shall enter in the Electronic Transactions System all proposals accepted for offering the Unused LNG Entity within one (1) Day following the Day of acceptance. Such entry shall be carried out in a manner to ensure anonymity of the Offering User and confidentiality of information pertaining to the interested Users. The interested Users shall declare their acceptance of the offering proposal for the Unused LNG Entity via the Electronic Transactions System. The Offering User shall be informed of such acceptance via the Electronic Transactions System. The Operator shall remove from the Electronic Transactions System any proposals to offer the Unused LNG Entity on the secondary market within one (1) business day from having received in writing a relevant notice by the Offering User. Any proposal that has been rejected by the Operator according to the previous paragraph is not entered in the Electronic Transactions System.

5. Until the Electronic Transactions System becomes operational, LNG Users may offer any Unused LNG Entity on the secondary market by any of the following means

   A) According to the procedure described in para. [2] to [4], where:

      i) Any reference to the Electronic Transactions System shall be construed to refer to the Electronic Info System.

      ii) Acceptance of an offering proposal by the Offering User and the relevant notification to the Offering User on the part of the Operator, according to para. [4], shall be carried out via fax or e-mail.

   B) After bilateral negotiations, provided that all provisions in Article [73], in case of an assignment, and Article [73^{A}], in case of a lease, are complied with. Following the completion of the applicable procedure, the Operator publishes the size of the Reserved Regasification Capacity, the Additional

Storage Volume and the Temporary Storage Volume assigned or leased, as well as the start Day or term of the allocation or lease.

C) In accordance with the open season procedure conducted by the Offering User, which is based on market mechanisms and announced on the Offering User's website and on the Electronic Info System. In this case, the Offering User shall inform the Operator in writing about the commencement of this open season procedure, also requesting that the announcement be posted on the Electronic Info System. The User's announcement shall include all details in para. [2], as well as the procedure of holding the open season procedure and allocating the Unused LNG Entity to any interested party. Upon completion of the procedure, the Offering User informs in writing the Operator about the open season procedure results and the details necessary to complete the assignment or lease procedure, as per Articles [73] and [73^{A}] respectively. Following completion of the applicable procedure, the Operator announces the size of the Reserved Regasification Capacity, the Additional Storage Volume and the Temporary Storage Volume assigned or leased, as well as the start Day or term of the allocation or lease of the said Unused LNG Entity on the Electronic Information System.

6. Within thirty (30) days after the end of each calendar quarter, the Operator submits to RAE a Report on Offering the Unused Reserved Gasification Capacity, the Additional Storage Volume and the Temporary Storage Volume. The report describes the offers of Unused LNG Entity by LNG Users to other interested Users for each of the previous three (3) month, including all relevant details relating to the offering procedure.

7. The Operator shall keep records in electronic form for a duration of at least five (5) years, which shall include:

   A) The amount of the Unused LNG Entity which has been assigned or leased.

   B) The term of the assignment or lease.

   C) Any details related to lease termination.

8. By decision of the Operator, following RAE approval, according to para. 5 of Article 69 of the Law, a maximum consideration may be fixed for the assignment or lease proposals of the Unused LNG Entity as per para. [2] and [5], for a specified duration that may not exceed two (2) months, insofar as it is established that the consideration has reached unjustifiably high levels on the basis of fair competition rules and the specific availability conditions of the Unused LNG Entity when examining application of the measure, also taking into account the NNGS Usage Tariff. The modalities of application of the measure shall be stipulated in that same Operator's decision.

Article 74

Release of unused Reserved Regasification Capacity

1. By reasoned decision of the Operator, as stipulated in para. 5, Article 71 of the Law, Regasification Capacity that has been reserved by an LNG User shall be released by the LNG User if:

   A) The Daily Stock of the LNG User is null; and

B) No LNG Cargo Discharge has been scheduled as per the procedure of Article [84] or Article [88] for the LNG User during the period in question; and

C) Other LNG Users or third parties have submitted to the Operator requests to reserve Regasification Capacity, however it is not possible to honour such requests due to a lack of available LNG Facility Regasification Capacity.

2. The above transfer does not require the consent of the LNG User whose Reserved Regasification Capacity is being released.

3. If the LNG User modifies the Reserved Gasification Capacity as per the provisions in this article, this does not constitute a modification necessitating an amendment of the LNG Agreement. The said modification applies immediately upon issuance of the Operator's approval, as per the provisions of para. 5, Article 71 of the Law. The Operator's decision states the reasons for the modification and the duration of such modification.

4. A systematic non-usage of Reserved Regasification Capacity occurs when the average value of the sum in case F), para. [1] of Article [88^{B}] over the six (6) consecutive Months reported in the LNG Usage List as per Article [88^{B}] is less than 80% of the Reserved Regasification Capacity average over the same period.

5. If the following become apparent from the details of the LNG Usage List:

   A) A systematic non-usage of Reserved Regasification Capacity which may adversely affect the ability of a third party to access the LNG Facility, the economic efficiency of such volume, the security of supply and the ability to provide public utility services; and

   B) Failure to offer on the secondary market, as per Article [73^{B}], the whole or part of the Reserved Regasification Capacity for at least 70% of the period during which the average of the sum of the used Reserved Regasification Capacity is less than 80% of the Reserved Regasification Capacity.

   then, the Operator, upon RAE's request, calls the LNG User for clarifications within a period of at least fifteen (15) days in order to justify the non-usage or non-offer of the Reserved Regasification Capacity on the secondary market. The data submitted by the LNG User is communicated to RAE. If the LNG User fails to justify timely or sufficiently the non-usage of the Regasification Capacity reserved, then the Operator, by reasoned decision in accordance with the provision of para. 5, Article 71 of the Law, shall release at least 20% of the Reserved Regasification Capacity, which has been reserved by the LNG User, within the following Month and for a time period that may not be less than the sum of the Temporary Storage Period plus two Days.

6. Any relevant Operator's decision in accordance with this Article shall be announced on the Operator's website both in Greek and English.

7. By virtue of an LNG Agreement between the applicant under case C) of para. [1] and the Operator or other interested party (New LNG User), the LNG User releasing the Reserved Regasification Capacity is exempt from paying the corresponding charges set in the NNGS Usage Tariff, for the period and portion of the released Regasification Capacity being reserved by the New LNG User.

Article 75
Available Storage Volume of LNG Facility

1. By the 30th September of each Year at the latest, the Operator announces the following on the Electronic Info System:

   A) The Total Storage Volume of the LNG Facility, which is defined as the technically measurable storage volume of the LNG Facility determined by a specific methodology taking into account the distance from the bottom of each storage tank up to the maximum level that may be allocated for LNG storing.

   B) The Available Storage Volume of the LNG Facility, for each Month of the relevant Year, which is calculated as the difference between the Total Storage Volume of the LNG Facility and a portion thereof that:

      i) Is not possible to be used for technical reasons. This portion is determined by the Operator using relevant methodology. The portion of the Total Storage Volume of the LNG Facility which is unusable due to technical reasons includes storage volume that may have been reserved by the Operator before LNG Cargo Discharge to ensure smooth discharge (Discharge Portion). The methodology for calculating the Discharge Portion is defined by decision of the Operator, then approved by RAE in accordance with the provision of para. 5, Article 69 of the Law, and published in the Electronic Info System.

      ii) Is reserved by the Operator (a) for (System) Load Balancing and Operational Gas Offsetting needs, according to the provisions of Article [46] (Balancing Storage Volume); and (b) for the provision of public utility services.

2. By the 1st June of each Year, the Operator submits to RAE for approval, as per the provisions of para. 3, Article 71 of the Law, a proposal with regards to the portion of the Total Storage Volume of the LNG Facility which is reserved for the provision of public utility services over the next Year, along with all relevant details. RAE reaches a decision within two (2) months.

3. The available Storage Volume is offered to LNG Users as part of the Basic LNG Service or as Additional Storage Volume, as per the provisions of Article [76] of the Network Code.

Article 76
Additional Storage Volume of LNG Facility

1. The Additional Storage Volume of the LNG Facility for each Day of Month M is defined as the portion of the Available Storage Volume which may be allocated to LNG Users in addition to the Temporary Storage Volume.

2. The methodology for determining the Additional Storage Volume is defined by decision of the Operator, then approved by RAE in accordance with the provision of para. 5, Article 69 of the Law, and published in the Electronic Info System. In order to determine the Additional Storage Volume, the Operator takes into account, in particular, the following:

A) The Available Storage Volume of the LNG Facility.

B) The LNG Facility Regasification Capacity.

C) The Final Monthly LNG Schedule for Month M.

D) The Operator's Daily Balancing LNG Stock as per the provisions of Article [77^{B}].

E) The applications for non-scheduled LNG Cargo discharge that have been submitted, as per Article [88], by the end of the sixth (6) Day prior to the beginning of each Month, irrespective of whether their assessment has been completed or not.

3. The Operator shall allocate the Additional Storage Volume of the LNG Facility to the applicant LNG Users as follows:

   A) Without any obligation to pay a price if the sum of the storage volume requested by LNG Users is less than the Additional Storage Volume.

   B) Following a bidding procedure, if the sum of the storage volume requested by LNG Users exceeds the Additional Storage Volume. The Additional Storage Volume is allocated in accordance with the Monthly and Daily Procedure for Allocating Additional Storage Volume, as per articles [76^{A}], [76^{B}] and [76^{C}], within three month from the entry into force thereof. At least twenty days prior to the beginning of each Month M when the bidding procedure for the ASV Monthly allocation is to start, as per article [76^{A}], the Operator shall make the relevant announcement on the Electronic Info System. The start of the Daily Allocation bidding procedure, as per Article [76^{B}], shall count from the last Day prior to the beginning of the Month when the application of the Monthly Procedure starts.

   C) Until the start of the bidding procedure, as per Article [76^{A}] and Article [76^{B}], the interested LNG Users who meet at least one of the entry criteria under para. [3] of Article [76^{A}] or para. [2] of Article [76^{B}] shall submit a reservation application for Additional Storage Volume to the Operator, upon announcement by the Operator and within the times specified in Articles [76^{A}] and [76^{B}], respectively. For each Day d that the User bids exceed the Additional Storage Volume, the Operator shall allocate the Additional Storage Volume to those LNG Users who meet at least one of the entry criteria under para. [3] of Article [76^{A}] or para. [2] of Article [76^{B}], on a pro-rata basis of the each applicant's Reserved Regasification Capacity, without any payment obligations.

4. The LNG Users may mutually agree to assign or lease Additional Storage Volume (ASV) allocated to them under the Monthly Procedure for Allocating Additional Storage Volume, in accordance with the procedure described in Articles [73] and [73^{A}].

5. The Operator shall update their estimates regarding the ASV portion of the LNG Facility still available for allocation on a Daily basis, for each Day (d) of Month M, using the methodology described in para. [2], at least in the following cases:

   A) After every update of the Monthly LNG Schedule as per para. [10] of Article [86].

B) After every storage volume release as per Articles [88^{A}] and [88^{B}].

C) After the allocation of part of the Balancing Storage Volume [77^{B}].

D) After the completion of the Bidding Procedure for Monthly ASV Allocation and the announcement of its results as per Article [76^{A}].

6. The Operator announces any updates about the portion of the Additional Storage Volume that remains to be allocated in the Electronic Info System, within one (1) hour from completing the actions under cases a) to d) of the previous paragraph. The relevant file must be in the form of an editable table and the Additional Storage Volume shall be expressed in volume and energy units with explicit reference to the Gross Calorific Value used for conversion. The update date and time shall also be included in the file.

Article 76^{A}

Monthly Allocation of Additional Storage Volume

1. By 14:00 of the fifth (5) Day before the beginning of each Month M, the Operator announces the Additional Storage Volume (ASV) for each Day of the Month M in the Electronic Info System. The relevant file must be in the form of an editable table and the Additional Storage Volume shall be expressed in volume and energy units with explicit reference to the Gross Calorific Value used for conversion.

2. By 08:30 of the third (3) Day before the beginning of each Month M, each interested LNG User submits electronically to the Operator one or more bids via the Electronic Info System in order to reserve Additional Storage Volume for one or more Days of Month M. Each bid shall be submitted in accordance with the "Monthly Procedure for Reserving Additional Storage Volume Bid" form published in the Electronic Info System.

3. The right to participate in the ASV reservation binding procedure according to this article is given to all LNG Users, notwithstanding Article [88^{B}] regarding the right to participate in an ASV reservation binding procedure, who meet at least one of the following conditions:

   A) The LNG User's Daily Stock on the Day of the bid submission is greater than null.

   B) The Final Monthly Schedule provides for the discharge of at least one LNG User's Cargo within Month M or within a period between the third (3) and the last Day from the beginning of Month M. If the LNG User's Daily Stock on the Day when the bids are submitted is no greater than null, the LNG User participates in the Monthly Procedure by submitting bids for a period defined from the Discharge Day of the first LNG User's Cargo, in accordance with the Final Monthly Schedule as per above, and for the rest of the month.

4. Each LNG User who meets the requirements of the previous paragraph may submit up to five (5) bids.

5. Each LNG User's Bid shall include the following details:

   A) The Days of Month M when the LNG User wishes to reserve the ASV. The LNG User's bids refer exclusively to Days within Month M, during

which at least one LNG Agreement between the LNG User and the Operator is in force.

B) For each Day (d), from the Days nominated by the LNG User as per case A) above, the requested portion of the ASV to be reserved shall be expressed in energy units (MWh) and the offered unit price shall be expressed in €/MWh.

C) A declaration by the participant to the effect that they explicitly and unreservedly accept the terms, the procedure and the results of the bidding.

D) A declaration by the participant accepting or not a partial allocation of the ASV requested for one Day (d) if cases [B] and [C] in para. [5] of Article [76^{C}] apply.

6. Every request to reserve an ASV portion shall be submitted in integral multiples of one (1) MWh with an upper limit equal to the value of Additional Storage Volume for each Day of the Month according to the Operator's announcement as per para. [1].

7. Notwithstanding the stipulations laid in para. [7] of Article [76], the unit price offered, intended to be paid by the LNG User as declared in their bid, must be greater than zero (0).

8. No amendment may be accepted after bid submission.

9. A bid is valid if it is submitted within the specific requested deadline and if it meets the conditions of para. [2] to [8]. The validation check of each bid refers to each Day (d) of Month M separately. Nullity of a part of the bid for any Day of Month M shall not mean nullity of the whole bid.

10. The bid assessment conducted in accordance with the procedure of Article [76^{C}] starts from the deadline of para. [2] and ends at 14:00 of the same Day.

11. For the purpose of bid assessment, the Operator shall prepare a Monthly Bid Ranking Chart in which they enter the requested ASV portion to be reserved and the offered unit price for every Day (d) of Month M, for every LNG User participating in the procedure for the allocation of the Additional Storage Volume under this article and for every valid LNG User's bid.

12. After having completed the entry procedure in the Monthly Bid Ranking Chart for all valid LNG Users' bids participating in the ASV allocation procedure under this Article, the Operator sorts bids for each Day d in descending order by their unit price. Bids having the same unit price are considered as equal and are ranked in the same ranking in the Monthly Bid Ranking Chart for that Day (d).

13. The ASV is allocated to the participants, in accordance with the terms and conditions of Article [76^{C}].

14. The Operator sends the results to each participant in the ASV allocation procedure under this article until 14:30 of the same Day via the Electronic Info System.

Article 76[B]

Daily Allocation of Additional Storage Volume

1. The Bids to reserve part or the whole Additional Storage Volume the next Day are submitted by the interested LNG Users to the Operator electronically via the Electronic Info System until 16:30 of the Day previous to the Day they concern. The bid is submitted in accordance with the "Daily Procedure for Allocating Additional Storage Volume Bid" form published on the Electronic Information System.

2. The right to participate in the ASV bidding procedure is given to all LNG Users according to this article.

3. Each LNG User may submit up to two (2) bids.

4. Each LNG User's Bid shall include the following details:

   A) The ASV portion requested for allocation, expressed in energy units (MWh), and the offered unit price expressed in €/MWh.

   B) A declaration by the participant to the effect that they explicitly and unreservedly accept the terms, procedure and results of the bidding.

   C) A declaration by the participant accepting or not a partial allocation of the ASV requested for one Day (d) if cases [B] and [C] in para. [5] of Article [76[C]] apply.

5. Every request to reserve an ASV portion shall be submitted in integral multiples of one (1) MWh with an upper limit equal to the value of ASV portion at the LNG Facility still available on a Daily basis according to the Operator's announcement as per para. [1].

6. Notwithstanding the stipulations laid in para. [5] of Article [76], the unit price offered, intended to be paid by the LNG User as declared in their bid, must be greater than zero (0).

7. No amendment may be accepted after bid submission.

8. A bid is valid if it is submitted within the specific requested deadline and if it meets the conditions of para. [1] to [7].

9. The bid evaluation conducted in accordance with the procedure of Article [76[C]], starts from the deadline of para. [2] and ends at 17:30 of the same Day.

10. For the purpose of bid evaluation, the Operator shall prepare a Daily Bid Ranking Chart, in which they enter the requested ASV portion to be reserved and the offered unit price for every LNG User participating in the procedure for the allocation of the Additional Storage Volume under this article and for every valid LNG User's bid.

11. After having completed the entry procedure in the Daily Bid Ranking Chart for all valid LNG Users' bids participating in the ASV allocation procedure under this Article, the Operator rates the bids in descending order by their unit price. Bids having the same unit price are considered as equal and are ranked in the same ranking in the Daily Bid Ranking Chart.

12. The ASV is allocated to the participants, in accordance with the terms and conditions of Article [76[C]].

13. The Operator sends the results to each participant in the ASV allocation procedure under this article until the 17:45 of the same Day via the Electronic Info System.

Article 76[C]

Evaluation Procedure for Allocating Additional Storage Volume

1. The Operator ensures the secrecy of the bidding procedure and the non-access to the participants' bids, until the beginning of the evaluation procedure.

2. The participants in the bidding procedure may track the evaluation procedure via the Electronic Transactions System. The details of online access at this stage are published by the Operator in the Electronic Info System. Until the operation of the Electronic Transactions System and whenever there is no online access, the Operator shall allow, during the bidding evaluation procedure, the onsite presence of an authorised representative for each participant who has submitted one or more bids.

3. After having prepared the Monthly Bid Ranking Chart under Article [76[A]] or the Daily Bid Ranking Chart under Article [76[B]], for each Day (d), the Operator, starting from the bid in the first place of the Table, namely the bid that corresponds to the ASV portion for which the highest price has been offered, aggregates the requested ASV quantities of the other bids having successively lower ranking in the corresponding Ranking Chart, i.e. successively lower price, until the sum of the requested ASV quantity equals or exceeds for the first time the Additional Storage Volume for the Day (d), as determined by the Operator as per Articles [76] and [76[A]] (ASV Offered). The unit bid price which results in the above equal or higher quantity is the Threshold Price for Day (d).

4. The bid for which the above equal or higher quantity occurs is the Threshold Bid. If the unit price of two or more bids is the same as the Threshold Price, then all bids are considered to be Threshold Bids.

5. For each Day of the Month, the Operator decides to allocate ASV as follows:

   A) If the sum of the ASV requested portions as estimated by all the bids does not exceed the ASV Offered, then the requested ASV portions are allocated to all participants on the basis of the details in their bids and at a zero unit price.

   B) If the sum of the ASV requested portions as estimated by all the bids exceeds the ASV Offered, the allocation of the ASV portions is done only for those participants who have submitted bids with a unit price equal or higher than the Price Threshold. In particular, the following shall apply:

      i) If there is a single Threshold Bid, this is met for the portion equal to the difference between the ASV Offered and the sum of the requested ASV portions, as resulting from those bids higher up the Ranking Chart than the Threshold Bid (Remaining ASV). If the Threshold Bid has been submitted by a participant who has stated following the stipulations in Articles [76[A]] and [76[B]] that they do not accept the allocation of the Remaining ASV Portion, the Operator rejects this bid and examines that bid right next in the Ranking Chart. If this new bid causes the Remaining ASV Portion

to be exceeded and is accepted under the conditions of this paragraph, then this bid re-sets the Threshold Price and is the Threshold Bid. If the requested ASV portion in the new bid is less than the Remaining ASV Portion, then the Operator examines the next bids consecutively until the sum of the ASV requested in those bids examined is higher than the Remaining ASV Portion. If this does not cause the Remaining ASV Portion to be exceeded, then the stipulations under case A) apply.

ii) If there are two or more Threshold Bids, then the Remaining ASV Portion as defined under (i) is distributed to those participants who have submitted Threshold Bids relative to the ASV portion in each Bid. If a participant has stated in their bid not to accept a partial allocation of the ASV portion requested, then the Remaining ASV Portion is allocated to those equal-ranking participants who have accepted to be assigned part of the requested ASV portion using the same allocation rule. If all participants having Threshold Bids have stated not to accept the partial allocation of the ASV portion requested, then the procedure under (i) applies on the rejection of all Threshold Bids and the examination of the next ranked ones.

6. If case [B] applies and this is a Monthly ASV Allocation Procedure as stipulated under Article [76^{A}], those participants with an allocated ASV portion shall pay the Operator a total amount for their participation in the bidding process equal to the sum, for each Day (d) of the Month, of the ASV portion allocated for that Day multiplied by the Threshold Price for Day (d).

7. If case [B] applies and this is a Daily ASV Allocation Procedure as stipulated under Article [76^{B}], those participants with an allocated ASV portion shall pay the Operator a total amount for their participation in the bidding process equal to the sum, for Day (d) of the Month, of the ASV portion allocated for that Day multiplied by the Threshold Price for Day (d).

8. Notwithstanding para. [9], any portion of the Additional Storage Volume of the LNG Facility not allocated to LNG Users at the Monthly ASV Allocation Procedure is considered to be a portion of the Available Storage Volume to be offered in the following priority order:

   A) To meet a request for a non-scheduled LNG discharge in Article [88].

   B) To meet a request to reschedule an LNG discharge time in accordance with para. [10] of Article [67].

   C) As part of the Daily Procedure for Allocating Additional Storage Volume in Article [76^{B}].

9. Especially for the last Day of each Month M, any portion of the Additional Storage Volume of the LNG Facility not allocated to LNG Users at the Monthly ASV Allocation Procedure and concerns the next first Day of the Month M, is offered under the Daily ASV Allocation Procedure stipulated in Article [76^{B}].

10. The Operator shall keep a record of all relevant details for each Monthly and Daily ASV Allocation Bidding Process (submitted requests, bids, assessments, etc.) for at least five (5) years.

11. Each Bidding Process under Articles [76^{A}] and [76^{B}] kept in the Operator's records as per the previous paragraph is given a unique reference number (Bidding Process ID) by the Operator.

Article 77
Daily LNG Stock

1. The Daily LNG Stock of each LNG User is defined as the LNG Quantity stored in the LNG Facility for the LNG User at the end of each Day.

2. The Daily LNG Stock of the LNG User (i) on Day (d) ($HAY_{i,d}$) is calculated according to the following formula:

$$DLS_{i,d} = DLS_{i,d-1} + IQ_{i,d} - RQ_{i,d} - LL_{i,d} + QS_{i,d}$$

Where:

$DLS_{i,d-1}$	:	The Daily LNG Stock of LNG User (i) on Day (d-1) (MWh)
$IQ_{i,d}$	:	The LNG Quantity injected in the LNG Facility by LNG User (i) on Day (d) (MWh)
$RQ_{i,d}$	:	The LNG Quantity regasified for LNG User (i) on Day (d), calculated as stipulated in Chapter [7] of the present Network Code (MWh)
$LL_{i,d}$	:	The LNG Facility Loss allocated to LNG User (i) on Day (d), in accordance with the procedure described in article [80] of the present Network Code (MWh)
$QS_{i,d}$	:	The algebraic sum of LNG Quantities bought by LNG User (i) less the LNG Quantities sold by LNG User (i) on Day (d), as stipulated in Article [78] (MWh).

3. By 12:00 of each Day, the Operator shall inform each LNG User via the Electronic Info System about the amount of the Daily LNG Stock, the Temporary Storage Volume and the Additional Storage Volume at the end of the previous Day in volume and energy units, with explicit reference to the Gross Calorific Value used for conversion.

4. If the Daily LNG Stock exceeds the sum of the Temporary Storage Volume plus the Additional Storage Volume of the LNG User on Day (d), then the Operator shall charge to the LNG User an LNG Excess Stock Charge for that excess LNG Quantity. The LNG Excess Stock Charge is calculated by multiplying the excess LNG Quantity (MWh) by the unit cost (LNG Excess Stock Unit Charge) which is set equal to the applicable Daily Price of Balancing Gas on the excess Day. After the end of the Year following the Year of the Network Code implementation, the LNG Excess Stock Unit Charge is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Revenues from the LNG Excess Stock Unit Charge are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator.

5. By 13:00 of each Day, the Operator shall announce on the Electronic Info System the sum of the Daily LNG Stock, the sum of the Temporary Storage Volume and the sum of the Additional Storage Volume for all LNG Users on Day (d) in volume and energy units, with explicit reference to the Gross Calorific Value used for conversion. This announcement is entered in a relevant file in the form of an editable table, used to keep the above information for each Day of the Year on a rolling five-year basis.

Article 77[A]

Management of LNG Stock of LNG User at the expiration of the LNG Agreement

1. If the Daily LNG Stock as stipulated in Article [77] is other than null and the LNG Agreement of the LNG User expires on that Day:

   A) Provided that the Daily LNG Stock is positive and the User has not submitted a request for the modification of the Agreement term, as per para. [19] of Article [71], or if the User's request cannot be satisfied because the Temporary Storage Period for the last (time-wise) LNG Cargo within the scope of the Agreement has expired and there is no available Additional Storage Volume sufficient enough to store in full or in part the remaining Daily LNG Stock on the following Day, then the Operator shall apply, in the order presented below, the following:

      i) They shall refund the User an amount equal to the LNG Quantity remaining after expiration of the LNG Agreement by the Remaining LNG Quantity Unit Payment set as a percentage equal to ten percent (10%) of the Daily Balancing Gas Price. In this case, the ownership of the LNG Quantity remaining after expiration of the LNG Agreement shall be transferred to the Operator and the said remaining quantity shall be added to the Operator's Balancing Gas Stock, if there is available space.

      ii) They shall apply the provisions of article [79].

      The above cases (i) and (ii) could be applied in addition.

   B) If the Daily LNG Stock is negative, the Operator shall charge the User the absolute value of the Daily LNG Stock remaining after expiration of the LNG Agreement by the Remaining LNG Quantity Unit Charge set equal to the Daily Balancing Gas Price.

2. After the end of the Year following the Year of the Network Code implementation, the LNG Daily Stock Unit Payment is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. The Operator's revenues under case B) of para. [2] are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator.

Article 77[B]

Daily Balancing LNG Stock

1. The Daily Balancing LNG Stock is defined as the LNG Quantity stored in the Balancing Storage Volume at the end of each Day.

2. The Operator is obliged to make available to LNG Users the portion of the Balancing Storage Volume not being used to store a Balancing LNG Cargo, in the following priority order:

   A) To meet a request for a non-scheduled LNG discharge in Article [88].

   B) To meet a request to reschedule an LNG discharge time in accordance with para. [10] of Article [67].

   C) As part of the Daily Procedure for Allocating Additional Storage Volume in Article [76[B]].

3. The methodology for calculating the Daily Balancing LNG Stock and the portion of the Balancing Storage Volume that may be available to LNG Users as per para. [2] is defined by decision of the Operator, then approved by RAE in accordance with the provision of para. 5, Article 69 of the Law, and published in the Electronic Info System.

4. The Operator announces the Daily Balancing LNG Stock and the portion of the Balancing Storage Volume not being used in the Electronic Info System and keeps relevant historical data on a five-year rolling basis. The relevant file must be in the form of an editable table.

Article 78

LNG Transactions

1. Users who have entered into an LNG Facility Usage Agreement with the Operator may perform transactions between them to buy and sell LNG Quantities stored in the LNG Facility (LNG Transactions).

2. LNG Users performing LNG Transactions are obliged to submit for approval to the Operator the details of the seller and buyer, the LNG Quantity related to the transaction and the Day on which the transfer of LNG Quantity ownership is to be performed, at least one (1) Day prior to the Day that the agreement between them becomes effective.

3. Rejection of an LNG Transaction may only be allowed if the transaction's LNG Quantities exceed the seller's estimated Daily LNG Stock or the buyer does not have the required storage volume 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 to perform LNG Transactions via this System.

Article 79
Compulsory adjustment of LNG regasification

1. As part of the Weekly and Daily Scheduling, the Operator compares the Natural Gas Quantities that Transmission Users declare to deliver at the LNG Entry Point with:

   A) The estimated Daily LNG Stock, at the end of the Day related to the Nomination, of LNG Users serving the Transmission Users. When estimating each LNG User's Daily LNG Stock, the Operator takes into account any LNG Transactions referring to that Day.

   B) The Minimum Daily LNG Regasification Rate.

2. The Operator may modify or reject, giving a reasoned justification, the Weekly Nomination or Daily Nomination, respectively, of Transmission Users according to the procedure of Chapter [4], and may request that they re-submit a Daily Nomination, indicating the nomination modifications required, by means of adjusting the LNG regasification and the delivery of Natural Gas at the LNG Entry Point, as well as the delivery, on their account, of Natural Gas at any other Entry Points, except for the LNG Entry Point, provided that:

   A) The sum of Natural Gas Quantities that Transmission Users declare to deliver at the LNG Entry Point for the same LNG User exceeds the estimated Daily LNG Stock, as per the previous para. [1], of the LNG User serving the Transmission Users.

   B) The sum of Natural Gas Quantities that Transmission Users declare to deliver at the LNG Entry Point for the same LNG User is less than the Natural Gas Quantity required for delivery in order for the estimated Daily LNG Stock, as per para. [1], of the LNG User serving the Transmission Users to not exceed the sum of Temporary Storage Volume for each LNG Cargo and Additional Storage Volume allocated to that LNG User. Compulsory Regasification Quantity is the difference between the Natural Gas Quantity required for delivery as per above and the sum of Natural Gas Quantities nominated by Transmission Users at the LNG Entry Point and refer to that LNG User.

   C) The total Natural Gas Quantity that Transmission Users declare to deliver at the LNG Entry Point is less than the Minimum Daily LNG Regasification Rate.

3. If, during Daily Scheduling, the said Transmission Users do not submit a new Daily Nomination or the Daily Nomination submitted was not modified in such a manner to ensure that none of the above cases apply, then on the Day related to the Nominations, the Operator may adjust the LNG regasification and the delivery of the respective Natural Gas Quantity on behalf of the said Transmission Users at the LNG Entry Point, as well as the delivery, on their behalf, of Natural Gas at any other Entry Points, except for the LNG Entry Point, in such a manner to fully counter the impact of the above mentioned cases.

4. In case B) of para. [2], provided that it is not possible to apply the stipulations in para. [3] for reasons mainly related to the NNGS's safe and efficient operation and the Operator's fulfilment of contractual obligations towards other LNG

Users and Transmission Users not falling into this category, the following measures shall be taken:

A) The Operator shall adjust the LNG regasification and delivery of the respective Natural Gas Quantity for the Transmission Users under case B), para. [2] at the LNG Entry Point, as well as the delivery, on their behalf, of Natural Gas at any other Entry Points, except for the LNG Entry Point, in such a manner to counter, at least in part, the impact of case B), para. [2]. Partial Compulsory Regasification Quantity is the difference between the Natural Gas Quantity delivered at the LNG Entry Point provided herein and the sum of Natural Gas Quantities initially nominated by the Transmission Users at the LNG Entry Point, as per case B) of para. [2].

B) In addition to case A) or if its application is not possible, the Operator shall offer the Compulsory Regasification Quantity or the Compulsory Regasification Quantity reduced by the Partial Compulsory Regasification Quantity under case A) to other LNG Users or Transmission Users through a bidding procedure and shall call the said Transmission Users to amend respectively their Weekly or Daily Nominations. Until the enactment of that procedure, the Operator shall amend the Nominations of the Transmission Users who have reserved (Transmission) Capacity for Delivery at the LNG Entry Point but do not fall into case B) of para. [2] in such a manner as to reduce the Natural Gas Quantities nominated by them at every Entry Point, except for the LNG Point, while increasing the nominated Natural Gas Quantities at the LNG Entry Point in such a manner as to allow the removal of the Compulsory Regasification Quantity or of the Compulsory Regasification Quantity reduced by the Partial Compulsory Regasification Quantity from the LNG Facility's storage areas. The details for the application of the above two procedures, and particularly the price for offering the Compulsory Regasification Quantity or the Compulsory Regasification Quantity reduced by the Partial Compulsory Regasification Quantity, shall be defined by virtue of a decision issued by the Operator, upon approval by RAE, in accordance with the provision of para. 5, Article 69 of the Law.

C) If it is not possible to apply the stipulations of cases A) to B) above, the Operator shall charge to LNG Users serving the Transmission Users falling into case B) of para. [2] an LNG Excess Storage Volume Charge equal to five hundred thousand euros (€500,000) for the first Day that this case may apply. This charge is increased by ten percent (10%) for each additional Day the Transmission User served by the LNG User falls into case B) of para. [2]. After the end of the Year following the Year of the Network Code implementation, the LNG Excess Storage Volume Charge is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Revenues from the LNG Excess Storage Volume Charge are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator.

5. Whenever this article applies, the Natural Gas Quantity nominated in the last approved Daily Nomination of the Transmission User, as determined according

to the provisions of Chapter [4], is considered to be the Natural Gas Quantity nominated by the Transmission User during Daily Scheduling for the purpose of calculating any amount or charge under the Network Code.

6. The Operator is obliged to apply the above measures upholding the principle of proportionality, without discriminating between Transmission Users and LNG Users involved, and provided that this is required for the safe and effective operation of the LNG Facility, as well as when the provision of public utility services assigned to the Operator or the fulfilment of the Operator's contractual obligations towards other LNG Users and Transmission Users is hindered and, in particularly, when other LNG Users' LNG Cargo Discharge is obstructed.

7. On the Day following the effective Day of any of the above measures, the Operator shall inform RAE in writing, by justifying the need for taking such a measure, as per para. [6], and shall submit every relevant data in accordance with para. [2], [3] and [4]. On the Day following the expiration Day of the above measures, the Operator shall inform RAE.

Article 80
LNG Facility Losses

1. LNG Facility Loss (LFL_p) during a period p is the difference between the total LNG Cargoes injected into the LNG Facility (ILQ_p) during that period and the Quantities regasified and injected into the Transmission System from the LNG Facility (RLQ_p) over that same period, as measured at NNGTS's LNG Entry Point, increased by the difference between the Natural Gas Quantities that were stored at the LNG Facility (SF_g) at the beginning ($SF_{g,p-1}$) and the end ($SF_{g,p}$) of that same period, according to the following formula:

$$LFL_p = ILQ_p - RLQ_p + (SF_{g,p-1} - SF_{g,p})$$

2. LNG Facility Loss Coefficient (LLC_p) over a period is the ratio of LNG Facility Losses over that period to the sum of Quantities regasified and injected into the (Transmission System) from the LNG Facility, as measured at the LNG Entry Point, over that period, increased by the LNG Facility Loss, according to the following formula:

$$LLC_p = \frac{LFL_p}{LFL_p + RLQ_p}$$

3. By the 15th November of each Year the Operator publishes in the Electronic Info System, upon approval by RAE, an estimate of the value of the Approved LNG Facility Loss Coefficient that will be in effect for the following Year (ALLC) and the detailed methodology used for the Operator's estimate. During a Year the value of the Approved LNG Facility Loss Coefficient may be revised once (1), upon approval by RAE and upon an Operator's reasoned request which is then published in the Electronic Info System.

4. For each Day during which the quantity regasified and injected into the Transmission System from the LNG Facility was greater than zero, the Operator shall allocate to each LNG User for the purpose of estimating the LNG User's LNG stocks, an LNG Facility Loss proportional to the LNG Quantity regasified for the Transmission Users served by each LNG User on that same Day, as

calculated in accordance to the procedure described in Chapter [7] of the Network Code.

5. Each Day no regasification is performed at the LNG Facility, the Operator shall allocate to each LNG User, for the purpose of estimating the LNG User's LNG stocks, an LNG Facility Loss proportional to the Daily LNG Stock held by each LNG User at the beginning of that Day.

6. At the beginning of each Month the Operator shall calculate the Loss Coefficient for the preceding Month (MLLC), taking into account those Days on which the quantity regasified and injected into the Transmission System from the LNG Facility was greater than zero.

7. If the LNG Facility Loss Coefficient over one Month is greater than the Approved Loss Coefficient, the Operator is obliged to pay to the LNG Users an LNG Loss Compensation. The LNG Losses Compensation is not paid to Users for the Days of the Month when no regasification is performed by the LNG Facility.

8. The LNG Losses Compensation is calculated by multiplying the Compensated LNG Losses Quantity by a unit price (LNG Losses Unit Compensation).

9. The Compensated LNG Loss Quantity is calculated by multiplying the difference between the LNG Facility Loss Coefficient over the said Month and of the Approved LNG Facility Loss Coefficient by the sum of the LNG Facility Loss for the said Month plus the quantity regasified and injected into the Transmission System from the LNG Facility over that Month.

10. The LNG Losses Unit Compensation is set equal to the average DBGP value over the said Month. After the end of the Year following the Year of the Network Code's implementation, the LNG Losses Unit Compensation is set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law.

11. The LNG Losses Compensation is allocated to LNG Users on a monthly basis, proportionally to the LNG Quantities regasified and injected into the Transmission System from the LNG Facility on behalf of the Transmission Users served by the LNG Users, as per the provisions of Chapter [7] of the Network Code.

12. Each Day regasification is performed at the LNG Facility just for the purposes of balancing, the Operator shall allocate to each LNG User, for the purpose of estimating the LNG User's LNG stocks, an LNG Facility Loss proportional to the Daily LNG Stock held by each LNG User at the beginning of that Day.

13. The Operator shall publish the LNG Facility Loss for each Day (d) in the Electronic Info System, making special reference to the Days when the cases in para. [5] and [12] apply. The relevant file is in the form of an editable Table and the data is kept for at least five (5) years.

Article 81
Annual LNG Cargo Discharge Scheduling

1. To ensure the proper, reliable, safe and cost-effective operation of the LNG Facility, the Operator shall prepare an annual LNG Cargo discharge scheduling

(Annual LNG Scheduling) to be used when scheduling the discharge of LNG Cargoes during each Year.

2. To this end, Annual LNG Cargo Discharge Schedule Nominations (Annual LNG Nomination) are submitted to the Operator, according to the provisions of Article [82].

3. The right to submit Annual LNG Nominations is granted to Users registered in the NNGS User Registry, as per Article 72 of the Law, irrespective of whether or not they have entered into LNG Agreements with the Operator.

Article 82
Submission and content of Annual LNG Nomination

1. The Annual LNG Nomination is submitted to the Operator via the Electronic Info System at the latest until the 31st October of each Year (Annual LNG Nomination Submission Deadline).

2. The Annual LNG Nomination includes for each Month of the Year it concerns:

   A) The total number of LNG Cargoes that the interested party wishes to discharge during the Month.

   B) The Quantity of each LNG Cargo and the Quantity of any Balancing LNG Cargo expressed in MWh and m3.

   C) The name of the LNG Ship that will transport each LNG Cargo, if this information is available.

   D) The estimated LNG Injection Time needed for the Injection of each LNG Cargo according to the interested party and the Injection time for any Balancing LNG Cargo.

   E) The desired LNG Discharge Day and a period of four (4) Days which includes the LNG Discharge Time (Initial Discharge Period) for each LNG Cargo and any Balancing LNG Cargo.

   F) The Temporary Storage Period for each LNG Cargo.

   G) A nomination by the LNG User (Multi Cargo Nomination) about jointly carrying two or more own Cargoes or other LNG Users' Cargoes to be discharged at the LNG Facility on the same LNG Ship and over the same Initial Discharge Period. If no Multi Cargo Nomination is submitted, it is considered that the Discharge Day is only about the specific LNG Cargo.

Article 83
Annual LNG Scheduling Procedure

1. Following the expiration of the Annual LNG Nomination Submission Deadline, the Operator prepares the Annual LNG Scheduling according to the stipulations of Article [87] and drafts the initial annual LNG Cargo discharge schedule (Initial Annual LNG Schedule).

2. The Operator sends the Initial Annual LNG Schedule via the Electronic Info System to whoever submitted an Annual LNG Nomination and to RAE, at the latest until the 15th November prior to the beginning of each Year (Initial Annual LNG Schedule Sending Deadline).

3. The Initial Annual LNG Schedule includes:

   A) The LNG Discharge Day, the Initial Discharge Period starting date, the Quantity of each LNG Cargo, the Temporary Storage Period and the Quantity of any Balancing LNG Cargo. LNG Cargoes for which a Joint Discharge Nomination has been submitted as per Article [84] shall be considered to have the same Discharge Day and the same Initial Discharge Period starting date.

   B) The LNG Cargoes not included in scheduling, according to the provisions of para. [6], Article [87].

4. Any deviation of the Initial Annual LNG Schedule as compared to the information in the Annual LNG Nomination submitted as part of the Annual LNG Scheduling shall be reasoned by the Operator to the relevant interested party. In such a case, the interested party may submit a new Annual LNG Nomination, and any objections on the Initial Annual LNG Schedule within a deadline of seven (7) Days from the expiry of the Initial Annual LNG Schedule Sending Deadline.

5. The Operator, taking into account these objections and every Annual LNG Nomination that may have been submitted as per the stipulations of para. [4], prepares and sends via the Electronic Info System the final annual LNG Cargo discharge schedule (Final Annual LNG Schedule) to whoever submitted an Annual LNG Nomination and to RAE, at the latest within fourteen (14) Days from the expiry of the Initial Annual LNG Schedule Sending Deadline, justifying the Schedule deviations compared to the information in the Annual LNG Nominations.

6. The Final Annual LNG Schedule is updated by the Operator in the following cases:

   A) Following the completion of the Monthly LNG Schedule to the following Month, as per the stipulations of Article [86].

   B) Following the conclusion of a new LNG Agreement or the amendment or expiration of the current one.

   C) For Force Majeure reasons.

   D) In the case of LNG Cargo Discharge cancellation, according to the provisions of para. [8], Article [86].

   E) If a registered User in the NNGS User Registry, who participated in the Annual LNG Scheduling, does not submit to the Operator a Request for the Provision of the Basic LNG Service at the latest forty-five (45) days prior to the beginning of the Month during which LNG Cargo discharge(s) has been scheduled for their account, then the Operator allocates the corresponding LNG Discharge Times and Temporary Storage Periods over that Month to interested parties, as per the provisions of this Chapter.

   F) In the case of a non-scheduled LNG Cargo discharge, according to the provisions of Article [88].

7. The Final Annual LNG Schedule and any updates are published in the Electronic Info System. The relevant file must be in the form of an editable table and all amounts concerning the LNG quantities or storage volumes shall

be expressed in volume and energy units with explicit reference to the Gross Calorific Value used for conversion.

8. The Operator shall keep a record of the Final Annual LNG Schedule, as well as of the Annual LNG Nominations submitted to this end and shall keep the relevant information in electronic format for at least five (5) years from submission.

Article 84
Monthly LNG Cargo Discharge Scheduling

1. To ensure the proper, reliable, safe and cost-effective operation of the LNG Facility, the Operator shall prepare a monthly LNG Cargo discharge scheduling (Monthly LNG Scheduling) to be used when scheduling the discharge of LNG Cargoes for the immediately next Month (Month M) and the two next Months (Months M+1 and M+2) respectively.

2. LNG Users are entitled to participate in the Monthly LNG Scheduling.

3. To this end, each LNG User is obliged to submit to the Operator a Monthly LNG Cargo Discharge Schedule Nomination (Monthly LNG Nomination), according to the provisions of Article [85], provided that the LNG User's LNG Cargo discharge during Month M has been scheduled as per the Final Annual LNG Schedule.

4. If an LNG User does not submit a Monthly LNG Nomination, then it is considered that they will not perform any LNG Cargo discharges during Month M.

5. During the Monthly LNG Scheduling procedure, any reference to the Final Annual LNG Schedule is understood as a reference to the latest updated Final Annual LNG Schedule, as per para. [6] of Article [83].

Article 85
Submission and content of Monthly LNG Nomination

1. The Monthly LNG Nomination is submitted to the Operator via the Electronic Info System at the latest twenty eight (28) Days prior to the beginning of each Month M (Monthly LNG Nomination Submission Deadline).

2. The Monthly LNG Nomination includes:

   A) For each LNG Cargo the LNG User wishes to discharge during Month M:

      i) The desired LNG Discharge Day and a period of six (6) hours within the Day, during which the LNG Injection begins.

      ii) The LNG Cargo Quantity and the Quantity of any Balancing LNG Cargo expressed in MWh and m^3.

      iii) The name of the LNG Ship.

      iv) The estimated LNG Injection Time needed for the LNG Cargo Injection according to the LNG User and the Injection time for any Balancing LNG Cargo.

      v) The desired Temporary Storage Period for each LNG Cargo.

B) For each LNG Cargo the LNG User wishes to discharge during Months M+1 and M+2:

i) The desired LNG Discharge Day, and a period of four (4) Days which includes the LNG Discharge Time (Initial Discharge Period) for each LNG Cargo.

ii) The LNG Cargo Quantity and the Quantity of any Balancing LNG Cargo.

iii) The name of the LNG Ship.

iv) The estimated LNG Injection Time needed for the LNG Cargo Injection according to the LNG User and the Injection time for any Balancing LNG Cargo.

v) The desired Temporary Storage Period for each LNG Cargo.

C) The LNG Cargoes scheduled as per the Final Annual LNG Schedule, which the LNG User wishes to refrain from using during Months M+1 and M+2.

D) A nomination by the LNG User (Multi Cargo Nomination) if the cargo is carried jointly with other LNG Cargoes of the same User or other LNG Users' Cargoes to be discharged at the LNG Facility on the same LNG Ship and over the same Discharge Day. If no Multi Cargo Nomination is submitted, the Operator shall consider that the Discharge Day is only about the specific LNG Cargo.

Article 86
Monthly LNG Scheduling Procedure

1. Following the expiration of the Monthly LNG Nomination Submission Deadline, the Operator prepares the Monthly LNG Scheduling according to the stipulations of Article [87] and drafts the initial monthly LNG Cargo discharge schedule (Initial Monthly LNG Schedule).

2. The Operator sends the Initial Monthly LNG Schedule via the Electronic Info System to the LNG Users who submitted a Monthly LNG Nomination and to RAE, at the latest fifteen (15) Days prior to the beginning of each Month (Initial Monthly LNG Schedule Sending Deadline).

3. The Initial Monthly LNG Schedule includes for each one of the three Months it concerns:

A) The LNG Discharge Day and a period of six (6) hours within the Day, during which the LNG Injection begins. LNG Cargoes for which a Joint Discharge Nomination has been submitted as per Article [85] shall be considered to be discharge on the same Discharge Day.

B) The Quantity and Temporary Storage Period for each LNG Cargo and the Quantity of any Balancing LNG Cargo.

C) For each Day over the next three (3) Months, the Available Storage Volume portion of the LNG Facility which remains available after completing scheduling.

D) The LNG Cargoes not included in scheduling, according to the provisions of para. [6] and [7], Article [87].

4. Any deviation of the Initial Monthly LNG Schedule as compared to the information in the Monthly LNG Nomination submitted as part of the Monthly LNG Scheduling is a proposal by the Operator and should be reasoned to the relevant LNG User. In this case, four (4) Days after the expiry of the Initial Annual LNG Schedule Sending Deadline, the LNG User or their authorised representative as per para. [9] of Article [66] is entitled to the following:

   A) To declare in writing to the Operator that they accept their proposal. When the LNG User accepts the proposal, their participation in the Final Monthly Schedule is inferred as per the stipulations of para. [6].

   B) To declare in writing to the Operator that they do not accept their proposal. When the LNG User does not accept the proposal, their non participation in the Final Monthly Schedule is inferred as per the stipulations of para. [6].

   C) To nominate in writing to the Operator the LNG Cargo discharges included in the Operator's proposal and accepted by the LNG User. It is inferred that the LNG Cargo discharges accepted by the LNG User are included in the Final Monthly LNG Schedule as per the stipulations of para. [6].

5. If no nomination is submitted as per above, it is inferred that the LNG User accepts the Operator's proposal.

   If all LNG Cargo discharges included in the LNG User's Monthly LNG Nomination have been included in the Initial LNG Schedule without any deviations, it is inferred that they are included in the Final Monthly LNG Schedule as per the stipulations of para. [6].

6. At the latest ten (10) Days prior to the beginning of each Month, the Operator:

   A) Prepares, taking into account the stipulations of para. [4] and [5], and sends the final monthly LNG Cargo discharge schedule (Final Monthly LNG Schedule) via the Electronic Info System to the LNG Users who submitted a Monthly LNG Nomination and to RAE.

   B) Updates the Final Annual LNG Schedule based on the information in the Final Monthly LNG Schedule.

7. The LNG Users may agree to exchange between them LNG Discharge Time and the corresponding Temporary Storage Period within the Month or the next two Months related to the Final Monthly LNG Schedule. This agreement is prepared in writing and communicated to the Operator. The Operator accepts the LNG Discharge Time exchange between the LNG Users and communicates it on their website provided that:

   A) The required Available LNG Storage Volume exists.

   B) The LNG Cargo discharge of other LNG Users as per the Final Monthly LNG Schedule is not hindered.

8. If a scheduled LNG Cargo discharge in Month M is cancelled, following the publication of the Final Monthly LNG Schedule which relates to Months M,

[M]+1 and [M]+2, the LNG User shall pay to the Operator a Scheduled LNG Cargo Discharge Cancellation Charge which is calculated by multiplying the LNG Cargo Quantity, the discharge of which was cancelled, by a unit price (Scheduled LNG Cargo Discharge Cancellation Unit Charge). The Scheduled LNG Cargo Discharge Cancellation Unit Charge is set to a percentage equal to one percent (1%) of the Daily Balancing Gas Price for the first Day of the Month for which the discharge of the said LNG Cargo was scheduled. The Scheduled LNG Cargo Discharge Cancellation Charge may not exceed the amount of one hundred thousand (100,000) euros. After the end of the Year following the Year of the Network Code's implementation, the Scheduled LNG Cargo Discharge Cancellation Unit Charge and the upper limit of the Scheduled LNG Cargo Discharge Cancellation Charge are set by decision of the Operator, upon approval by RAE, according to the provision of para. 5, Article 69 of the Law, three (3) months prior to the beginning of every other Year. Revenues from the Scheduled LNG Cargo Discharge Cancellation Charge are considered to be Primary LNG Activity revenues and are credited to the corresponding account kept by the Operator. For the purposes of the this paragraph, every reference to LNG Cargo Quantity refers to the sum of the LNG User's LNG Cargo plus any Balancing LNG Cargo. The partial or total discharge of an LNG Cargo by a User other than the one registered when the Final Monthly LNG Schedule was published shall not be construed as discharge cancellation. Then, case [16] of Article [67] applies.

9. The Operator shall keep a record of each Monthly LNG Schedule, as well as of the Monthly LNG Nominations, and shall keep the relevant information in electronic format for at least five (5) years from submission.

10. The Final Monthly Schedule for Month M and, if necessary, the Final Monthly Schedule for Month M+1 are updated by the Operator in the following occasions:

    A) If a scheduled LNG Cargo and a Balancing LNG Cargo discharge is cancelled.

    B) In the case of a non-scheduled LNG Cargo discharge, according of Article [88].

    C) Acceptance of a request to amend the Final Monthly LNG Schedule as per para. [10] to [16] of Article [67].

    Following each updating of the Final Monthly LNG Schedule, the Operator is obliged to update accordingly the Final Annual LNG Schedule.

11. The Operator shall announce any Final Monthly LNG Schedule updates and Final Annual LNG Schedule updates in the Electronic Info System. The relevant file shall be in the form of an editable table, in accordance with the stipulations of para. [7] of Article [83], and shall include the date and time of the update which shall take place as follows:

    A) Within two (2) hours from the time the Operator receives the information about the cancellation of the scheduled LNG Cargo discharge, as per case A) para. [9], provided that this information has become available by 16:00 of the current Day.

B) In accordance with the deadline set in case B), para. [9] of Article [88], if the update refers to case B), para. [10].

C) Within two (2) hours from accepting the request, as defined in para. [5] of Article [88], or from the submission of the applicant's nomination, as per para. [8] of Article [88], provided the above acceptance or submission or nomination has taken place by 17:00 of the current Day and the update refers to case C) of para. [10].

D) Within one hour from the start of the following Day from the Day to which para. A), B) and C) above refer in any other case not covered above.

12. Any reference to the Final Monthly LNG Schedule is understood as a reference to the latest updated Final Monthly LNG Schedule, as per para. [10].

Article 87
Annual and Monthly LNG Scheduling Methodology

1. In order to prepare the Annual LNG Schedule and each Monthly LNG Schedule, the Operator takes into account the following:

A) The Annual and Monthly LNG Nominations submitted according to the provisions of Articles [82] and [85].

B) The Regasification Capacity, the Available Storage Volume and the Minimum Daily LNG Regasification Rate of the LNG Facility.

C) The NNGS's Annual Maintenance Schedule.

D) The Reserved Regasification Capacity for each LNG User.

E) The Temporary Storage Volume and the Minimum LNG Cargo Regasification Capacity.

F) Any historical data related to the regasification of LNG Cargoes for each LNG User.

G) The obligation to provide the Basic LNG Service without discriminating between Users.

H) The rules for the safe and efficient operation of the LNG Facility.

I) The safe navigation rules at the LNG Facility's sea area.

J) Any use of the LNG Facility with the purpose of balancing the NNGTS load and providing utility services, as stipulated in para. [3], Article 71 of the Law, as well as the Annual Load Balancing Plan and Operational Gas Offsetting, as per Article [46].

K) A notice by two or more Users about jointly discharging LNG Cargo Declaration or notice by one User about discharging two or more LNG cargoes from the same vessel on the Operator's behalf (Multi Cargo Nomination).

2. During the Annual LNG Scheduling and each Monthly LNG Scheduling, the Operator modifies the nominated LNG Discharge Days or the nominated Initial LNG Cargo Discharge Periods, as long as:

A) Failure to modify the nominated LNG Discharge Days would result in violation of the Available Storage Volume of the LNG Facility.

B) There is overlapping between two or more nominated Initial Discharge Periods except if a Multi Cargo Nomination has been submitted. If there is a Multi Cargo Nomination, the overlapping of two or more Initial Discharge Periods is allowed.

C) The requested LNG Cargo Temporary Storage Period exceeds the Maximum Temporary Storage Period as per Article [69].

3. During the Annual LNG Scheduling, provided that the reasons of para. [2] apply, the Operator defers, to the least extent possible, the nominated LNG Discharge Days and the corresponding Initial Discharge Periods, according to the following order of priority:

A) Of LNG Users sorted in descending order by annual LNG Quantity.

B) Of the users registered in the NNGS Users Registry, who participated in the Annual LNG Scheduling, sorted in descending order by annual LNG Quantity.

4. During the Monthly LNG Scheduling, provided that the reasons of para. [2] apply, the Operator defers, to the least extent possible, the nominated LNG Discharge Days, according to the following order of priority:

A) The LNG Users' LNG Cargoes included in the Final Annual LNG Schedule, sorted by ascending order of Discharge Days and the LNG Cargo unit deviation compared to the Final Annual LNG Schedule.

B) The LNG Users' LNG Cargoes not included in the Final Annual LNG Schedule in descending order by LNG Cargo Quantity.

C) The LNG Users' LNG Cargoes in descending order by LNG Cargo Quantity if the publication of the Final Annual LNG Schedule is pending.

5. If the reasons of para. [2] apply, the Operator – prior to deferring the LNG Discharge Days and the respective Initial Discharge Periods according to the stipulations of para. [3] and [4] above – may propose to LNG Users an adequate reduction of the Temporary Storage Period for each LNG Cargo while conducting an LNG Transaction between Users, in such a manner to enable the LNG Cargo discharge with the least possible deviation compared to the respective nominated one. The Operator acts accordingly upon the written consent of LNG Users.

6. The Operator may not include an LNG Cargo exceeding the LNG Facility's Available Storage Volume in the LNG Cargo discharge scheduling being prepared as per Articles [83] and [86].

7. During the Monthly LNG Scheduling, the Operator may not to include an LNG Cargoes in the Initial or Final Monthly Scheduling if that LNG Cargo is not included in the corresponding Final Annual LNG Schedule and its discharge is not possible within the Monthly LNG Scheduling timeframe, taking into account the stipulations of para. [4].

Article 88
Non-scheduled LNG Cargo Discharge

1. Each LNG User or User registered in the NNGS Users Registry, as per the provisions of Article 72 of the Law, wishing to perform an LNG discharge in Month M, which is not included in Final Monthly LNG Schedule for that Month, submits to the Operator a relevant application via the Electronic Info System.

2. The application determines:

   A) The LNG Discharge Day and a period of six (6) hours within the Day, during which the LNG Injection begins.

   B) The LNG Cargo and any Balancing LNG Cargo.

   C) The name of the LNG Ship that transports the LNG Cargo and a nomination by the LNG User (Multi Cargo Nomination) if the cargo is carried jointly with other LNG Cargoes of the same User or other LNG Users' Cargoes to be discharged at the LNG Facility over the same Initial Discharge Period, provided that this information is available. If this information is not available, the Operator shall consider that the Discharge Day is only about the specific LNG Cargo.

   D) The estimated LNG Injection Time for the specific LNG Cargo.

   E) The desired Temporary Storage Period for the LNG Cargo.

   F) Whether the application is about jointly carrying two or more Cargoes for the User or other LNG Users to be discharged at the LNG Facility on the same LNG Ship at the same Discharge Day (Multi Cargo Nomination). If no Multi Cargo Notice is submitted, the Operator shall consider that the Discharge Day is only about the specific LNG Cargo.

3. The Operator shall decide about the application:

   A) Within two (2) Days from the expiration of the Monthly Procedure for Allocating Additional Storage Volume, as per Article [76], provided the application has been submitted between the fifth (5) Day prior to the beginning of Month M and the third (3) Day prior to the beginning of Month M.

   B) Within two (2) Days from the completion Day of the Final Monthly LNG Schedule for Month M, provided the application has been submitted until the completion Day of the Final Monthly LNG Schedule, as per para. [6], Article [86].

   C) Within two (2) Days from application submission, provided the application is submitted outside the timeframe defined in cases A) and B).

   The Operator shall inform the applicant about their decision via the Electronic Info System.

4. When assessing the applications, the Operator respects the time priority of submissions.

5. The Operator, taking into account particularly the Final Monthly LNG Schedule for Month M and for Month M+1, the portion of the Available Storage Volume

at the LNG Facility that has been allocated as Additional Storage Volume as per Article [76], the portion of the Available Storage Volume still available, the available Regasification Capacity and the Reserved Regasification Capacity of the applicant, provided they are an LNG User, and also every relevant data among those defined in para. [1] of Article 87, may:

A) Accept the application.

B) Accept the application under conditions, which refer particularly to the following:

i) Deferring the LNG Discharge Day of the LNG Cargo.

ii) Discharging part of the LNG Cargo or the Balancing LNG Cargo.

iii) Increasing the applicant's Reserved Regasification Capacity, provided that they are an LNG User.

iv) Reducing the Temporary Storage Period.

C) Reject the application providing the reasons for such decision.

6. If the applicant is not an LNG User, concluding an LNG Agreement with the Operator at the latest three (3) Days before the LNG Discharge Day is an essential condition for performing the LNG Cargo discharge.

7. The conditional approval of the application or the rejection thereof shall be reasoned by the Operator. The application rejection decision shall be communicated to RAE.

8. Within one (1) Day from the Operator sending the conditional application acceptance decision, as per the stipulations of para. [5] above, the applicant informs the Operator about their intention to discharge of the LNG Cargo by submitting, via the Electronic Info System, a statement to the effect that they accept, expressly and unreservedly, all the conditions set by the Operator. If the applicant is not an LNG User, by means of above statement they also accept the condition set according to the provisions of para. [6] above. Upon lapse of the above deadline without any action taken with regard to submitting the statement, it is inferred that the applicant has decided not to proceed with the LNG Cargo discharge.

9. At the latest within one (1) Day from application acceptance as per the stipulations of case A), para. [5] or the submission of the applicant's statement as per para. [8] above, the Operator:

A) Calls the applicant to submit a request for the Request for the Provision of the Basic LNG Service within three (3) Days, provided that the applicant is not an LNG User.

B) Modifies the Final Monthly LNG Schedule for Month M and updates the Final Annual LNG Schedule.

Article 88[A]

Daily Release on Unused Storage Volume

1. Notwithstanding para. [2] herein, the Unused Storage Volume of LNG User (i) on Day (d) of Month M is calculated by the Operator on Day d-1 within half (1/2) an hour from having announced the Daily LNG Stock under Article [77], as follows :

$$\mathrm{USVU}_{i,d} = \max\left[0, \left(\left(\mathrm{TSV}_{i,d} + \mathrm{ASV}_{i,d} + AV_{nj,d}\right) - \left(DLS_{i,d-1} + AV_{i,d} + RV_{i,d}\right)\right)\right]$$

Where

$\mathrm{USVU}_{i,d}$ The Unused Storage Volume of LNG User (i) on Day (d) (MWh)

$\mathrm{DLS}_{i,d-1}$: The Daily LNG Stock of the LNG User (i) on Day (d-1) (MWh)

$\mathrm{AV}_{i,d}$ The portion of the Additional Storage Volume and Temporary Storage Volume offered by LNG User (i) on the secondary market on Day (d) (MWh), as per Articles [73] and [73[B]].

$\mathrm{AV}_{nj,d}$ The sum of the Additional Storage Volume plus Temporary Storage Volume assigned to LNG User (i) on Day (d) by LNG Users nj (MWh), as per Articles [73] and [73[B]].

$\mathrm{TSV}_{i,d}$ The Temporary Storage Volume offered to LNG User (i) on Day (d) as part of the Basic LNG Service, as per Article [69] (MWh)

$\mathrm{ASV}_{i,d}$ The Additional Storage Volume reserved by LNG User (i) on Day (d), as per Articles [76] and [76[A]]

$\mathrm{RV}_{i,d}$ The Storage Volume Returned on Day (d) which is returned by the User to the Operator as per the provisions of Article [88[C]]

2. For all Days relating to the LNG Cargo Discharge and Injection procedure as per Articles 67 and 68, the LNG User's Unused Storage Volume is considered to be null.

3. Unused Storage Volume of LNG Facility for Day (d) is the sum of all LNG Users' Unused Storage Volume.

4. The Unused Storage Volume is added to the Available Storage Volume portion still on offer (Initial ASV Portion) as per Article [76[C]] and is offered following the Daily Allocation Procedure in Article [76[B]] if the sum of storage volume requested by LNG Users under this procedure exceeds the Initial ASV Portion.

5. If the Unused Storage Volume is reserved by other Users under the procedure of Article [76[B]], then the initial LNG Users releasing the Unused Storage Volume receive a payment estimated for each release Day by multiplying the released Unused Storage Volume portion by the Threshold Price paid by the LNG User to acquire the storage volume by a rate of 98%. If the Unused Storage Volume

results from two or more bidding procedures as per Articles [76^{A}] and [76^{B}], the calculation is performed separately for each portion of Unused Storage Volume and Threshold Price resulting from each bidding procedure.

Article 88^{B}

LNG Facility Storage Volume Usage Monitoring and Congestion Management

1. The Operator shall send to RAE, in electronic and editable form, a detailed list (LNG Usage List), which shall include as a minimum the following for the past six months:

   A) The information in para. [5] of Article [77] per LNG User.

   B) The LNG discharges performed, including the requests for non-scheduled discharge in Article [88] and the requests rejected due to lack of adequate storage volume.

   C) The part of the Daily Balancing Stock allocated by the Operator to Users, per LNG Users.

   D) The portion of the Additional Storage Volume and Temporary Storage Volume offered on the secondary market under Article [73^{B}] for the offer period relating to the LNG Usage List, as well as the offer price and the portion of the storage volume returned to the Operator following the return procedure under Article [88^{C}].

   E) The Additional Storage Volume offered by the Operator to LNG Users as part of the Monthly and Daily Allocation Procedure and the results of the relevant bidding procedures as per Articles [76^{A}] and [76^{B}].

   F) The average of the sum of the used and available – under the Allocation procedure of Articles [73] and [73^{B}] – Reserved Regasification Capacity.

2. The Usage List submitted to RAE, in January and July.

3. Systematic non-usage of Additional Storage Volume and Temporary Storage Volume is a situation when the average of the sum of the LNG User's Daily LNG Stock under Article [77] plus the Additional Storage Volume plus the Temporary Storage Volume offered as per Articles [73] and [73^{B}] on the secondary market plus the Returned Storage Volume as per Article [88^{C}] over the six (6) consecutive months relating to the report is less than 80% the average of the sum of the Additional Storage Volume plus the Temporary Storage Volume reserved by the LNG User.

4. If, according to the Usage List information, the following occur:

   A) A systematic non-use of Additional Storage Volume and Temporary Storage Volume which may adversely affect the ability of a third party to access the LNG Facility, the economic efficiency of such volume, the safety of supply and the ability to provide public utility services; and

   B) Non-offer on the secondary market under Article [73^{B}] or non-return under Article [88^{C}] of all or part of the Additional Storage Volume and Temporary Storage Volume for at least 70% of the time that the LNG User's Daily LNG is below 80% the average of the sum of the Additional

Storage Volume plus the Temporary Storage Volume reserved by the LNG User,

then RAE may ask the Operator to call the LNG User for clarifications within a period of at least fifteen (15) days in order to justify the non-use or non-offer of the Additional Storage Volume and Temporary Storage Volume on the secondary market. If the User does not justify in time or sufficiently the non-usage of the allocated storage volume, by decision of the Operator and upon RAE's approval as per para. 5 of Article 69 of the Law, the User is excluded from the Monthly ASV Allocation Procedure as per Article [76^{A}] for a two (2) month period which is determined when the measure is first applied under this Article. The time doubles with every application of this measure.

5. Any relevant decision of the Operator in accordance with this Article shall be announced on the Operator's website both in Greek and English.

Article 88^{C}

Return of Additional Storage Volume or Temporary Storage Volume to Operator

1. Each LNG User (Offering User) may return to the Operator so as to reallocate all or part of the storage volume, Temporary Storage Volume and Additional Storage Volume reserved at the LNG Facility (Returned Storage Volume), for a specified period in accordance with the provisions of this Article.
2. The LNG User may not return and the Operator shall not accept the return of all or part of the Returned Storage Volume registered for offer on the secondary market in accordance with the provisions of Articles [73] and [73^{A}] and for the duration of such offer.
3. The Offering Transmission User is obliged to submit in writing to the Operator an application using the "LNG Facility Storage Volume Return Application" template published in the Electronic Info System. The application should specify distinctly the following:
   A) The size of the Returned Storage Volume.
   B) The LNG Agreement(s), if this is about a Temporary Storage Volume return, or the Bidding Procedure ID as per Article [76^{C}], if this is about Additional Storage Volume return.
   C) The start and end Day of the Returned Storage Volume offer.
4. The LNG Facility Storage Volume Return Application is submitted at least two (2) business days before the Returned Storage Volume Allocation starting Day.
5. The Returned Storage Volume Allocation ending Day is, at the latest, the Temporary Storage Period expiring Day if the Returned Storage Volume is a Temporary Storage Volume or the last Day on which the Additional Storage Volume is available in accordance with Article [76^{A}].
6. The next business day after the submission Day of the Offering User's application, the Operator makes a decision and accordingly informs the Offering User in writing of the application's acceptance or rejection if the application fails to comply with the provisions of para. [3] of this article.

7. On acceptance of the application, the Operator updates the Electronic Info System. The Returned Storage Volume is added to the Available Storage Volume portion which is still on offer as per para. [8] of Article [76^{C}].

8. If more than one LNG Users return Storage Volume, the Operator shall respect the submission time priority of their applications.

9. The Offering User reserves all rights and obligations towards the Operator, in particular those of a financial nature set forth in the LNG Agreement, the NNGS Usage Tariff and the bidding procedure referred to in Article [76^{A}] in relation to the size and the time that the Returned Storage Volume has not been reserved in favour of a third User according to the provisions of this Chapter.

10. The Offering User may not offer all or part of the Returned Storage Volume on the secondary market, as per Article [73^{A}], and for the period set by the offer starting Day and ending Day of the Returned Storage Volume listed in the Application.

11. If the Operator enters into an LNG Agreement with the third interested User with the purpose to reserve part or all of the Returned Storage Volume in the context of the Basic Service, notwithstanding para. [4] of Article [70], the Operator shall reduce the Reserved Regasification Capacity by the part reserved by a third interested User over the period related to the LNG Agreement and shall notify the Offering User in writing.

12. If all or part of the Returned Storage Volume is offered for a bidding procedure as per Articles [76^{A}] and [76^{B}], the Operator shall pay to the Offering User an amount calculated for each Day by multiplying the portion of the reserved Returned Storage Volume by the Threshold Price paid by the LNG User to acquire the storage volume by a rate of 98%.

13. The Operator shall keep records in electronic and editable form for a duration of at least five (5) years, which shall include at minimum the following:

    A) The size of the Returned Storage Volume and the period for which it was returned to the Operator under the procedure of this article.

    B) The portion of the Returned Storage Volume reserved by a third interested User and the duration of such reservation.

    C) A list of LNG Users that have returned storage volume.

    D) The Returned Storage Volume percentage compared to the total storage volume (Temporary Storage Volume and Additional storage Volume) for the LNG User that returned the storage volume and the duration of such return.

Article 89
LNG Ships Certification

1. Technical specifications and safety specifications for mooring, Connection, LNG Injection, Disconnection and departure of LNG Ships from the LNG Facility, the procedure of checking and certifying the LNG Ships' compatibility with the above mentioned specifications, the type and content of suitability certificates and LNG Ship inspections and every relevant matter shall be

governed by the LNG Ships Certification Regulation, which shall be established according to the provision of para. [4], Article [69] of the Law.

2. The Operator prepares and publishes in the Electronic Info System a list of LNG Ships which have been certified as suitable to discharge LNG at the LNG Facility, in accordance with the LNG Ships Certification Regulation.

3. Until publication of the LNG Ships Certification Regulation, the Operator shall provide access at the LNG Facility, according to the existing Operator's procedures and practices, to any interested party's LNG Ship without discriminations and without prejudice to compliance with other provisions of the Network Code. To this end, the Operator shall publish on their website, within one (1) month from the Network Code's effective date:

   A) Technical specifications regarding the access of vessels at the LNG Facility.

   B) All necessary information for the approach, Connection, Discharge, Disconnection and departure of LNG Ships from the LNG Facility.

   C) An application template for provisional certification of LNG Ships, which shall include information and documentation to be submitted by any interested party wishing to perform an LNG discharge at the LNG Facility.

4. An application for provisional certification of LNG Ships shall be submitted to the Operator in writing, accompanied by all the above mentioned required information and documentation. An application shall be submitted by any interested party regardless of whether they have entered into an LNG Facility Usage Agreement with the Operator or not. When processing the applications, the Operator respects the time priority of submissions and issues a reply to each application within one (1) month. Rejection of an application shall be reasoned by the Operator and the relevant decision shall be communicated to RAE.

5. The Operator publishes a list of provisionally certified LNG Ships in the Electronic Info System, according to the above procedure.

6. LNG Ships which have provisionally been certified as suitable to discharge LNG at the LNG Facility, according to the procedure above, are certified anew following implementation of the LNG Ships Certification Regulation, if the provisions of this Regulation so require.

CHAPTER 12

NNGS DEVELOPMENT

Article 90
Data provision to the Operator

1. For the purposes of designing, developing and operating the NNGS, Users are obliged to provide regularly relevant data and information, as per provisions of this Chapter or as requested by the Operator.

2. By 31st March of each Year, Users must provide to the Operator estimates about the following:

   A) The Natural Gas Quantity required per Year in order to serve the needs of the User's Customers, per category of Customers, per administrative region, and per existing or future Exit Point, for the next ten (10) Years.

   B) The (Transmission) Capacity and the Maximum Hourly Reception Quantity required per Year in order to serve the needs of the User's Customers, per category of Customers, per administrative region, and per existing or future Exit Point, for the next ten (10) Years.

   C) The Natural Gas deliveries and receptions required to serve the needs of the User's Customers per existing or future Entry and Exit Point for each Month, for the following Year.

3. Each User is obliged to provide the Operator with the best possible estimates with regard to the data stated in para. [2], under the condition of compliance with the confidentiality and protection of commercial and other secrets. These estimates are not binding to the User.

4. The Operator may request relevant data and information from existing or future Connected System operators, under condition of confidentiality and protection of business and other secretes. Those estimates are not binding to Connected System operators.

5. Data submitted to the Operator in accordance with this article is data used to plan and develop the NNGS and is considered to be confidential. The Operator is obliged to provide RAE with access to this data.

Article 91
NNGS Development Study

1. By 30th June of each Year, the Operator shall prepare an NNGS Development Study which shall include the following:

   A) The Operator's forecasts regarding Natural Gas annual demand for the entire country, per administrative region and per category of consumers, as well as for the maximum Daily and Hourly Natural Gas demand per Year, for each of the next ten (10) Years.

   B) The Operator's estimates regarding demand coverage in a cost-effective and reliable way using existing and new sources of Natural Gas supply,

including LNG supply sources, as well as the necessary NNGS enhancement and expansion works.

C) The Operator's estimates regarding the cost details of the necessary NNGS enhancement and expansion works.

2. The Operator's forecasts and estimates, as per para. [1], are not binding and do not generate any Operator responsibilities against Users, Connected System operators or any other natural or legal entity having a legal interest.

3. The NNGS Development Study does not include individual references to Users, Suppliers and Natural Gas consumers.

4. The NNGS Development Study shall be published in the Electronic Info System.

Article 92
Development Plan preparation and approval

1. By 30th June of each Year, the Operator shall prepare and put out for public consultation an NNGS Development Plan Draft for the next ten (10) Years, both in Greek and English.

2. When preparing the NNGS Development Plan Draft, HGTSO S.A. is obliged to take into account the NNGS Development Study and in particular the following:

   A) Details of the current and forecasted Natural Gas demand and offer.

   B) Fulfilment of obligations regarding the provision of utilities and Natural Gas supply security in an efficient manner.

   C) Improvement of NNGS sufficiency and efficiency, and assurance of its smooth operation, in order to avoid congestions, emergencies and denials of access or transit bans.

   D) Supply natural gas to new regions in order to promote regional development and ensure access for new Users.

   E) Environmental protection.

   F) The Community-wide development plan and regional investment plans, as per provisions of case b), para. 3, Article 8, and para. 1, Article 12, of Regulation (EC) No. 715/2009.

   G) Sustainability of projects included in the Plan and financing outside the Development Plan framework.

3. The Development Plan Draft shall include all projects, regardless of the budgeted cost for implementation, which meet the criteria set in para. [2] and their construction is expected to start within the Plan's timelines, regardless of when construction is going to be completed, as well as any Planned Project, notwithstanding the next subparagraph. The Operator is obliged to fully justify the reasons for excluding any Planned Projects from the Draft.

4. The Development Plan Draft shall include separately the following:

   A) Projects that have been included for the first time in the Draft, following submission of a Future Capacity Request by Users, which has been

accepted by the Operator, as per the procedure of Article [95^{B}] (User Connection Projects).

B) Projects that have been included for the first time in the Draft at the Operator's initiative, as part of the Operator's competences (NNGS Development Projects).

C) Scheduled Projects.

D) The Development Plan Draft includes separate references to projects for which it was decided to carry out construction works or pre-construction technical studies, as well as new projects whose works should start within the next three (3) years (Three-year Development Period).

5. For each project not included in a previous Development Plan, the Draft shall include the following:

A) Documentation on whether to include the project in the Development Plan, in accordance with the criteria set in para. [2].

B) The project technical specifications and implementation method, along with a detailed description of the various implementation stages and, in particular, the design, licensing, construction and commissioning thereof.

C) The timelines for project implementation, along the specific milestones used to determine the start and end time of the project's implementation stages.

D) Documentation regarding the project's timelines agreement along with the timelines of any other operationally-related project, included or not in the Draft, in order to ensure the prompt achievement of the Development Plan objectives within the financial budget provided.

E) Cost budgeting, financing method and method for recovering the respective investments, along with the following:

(i) In case of an NNGS Development Plan, an estimate of the impact on the Average NNGS Usage Charge vis-à-vis the benefit resulting from the implementation of this project regarding the country's natural gas supply security and the development of competition in the national and regional natural gas market.

(ii) In case of a User Connection Project, an estimate about the change in the Average NNGS Usage Charge over the Tariff Calculation Period from the implementation of the project.

6. In case of User Connection Projects that fall under case A), para. [4], the Operator shall submit the relevant Capacity Expansion Proposal along with the Draft, stating the following in the Draft:

A) The Users who are required to enter into a Future (Transmission) Capacity Reservation Agreement, as per para. [11], Article [95^{B}].

B) The percentage of the proposed project's (Transmission) Capacity for which a Future (Transmission) Capacity Reservation Agreement is required.

7. The Draft shall also include an Operator estimate regarding the impact of the total budget for NNGS Development Projects, including the part of User

Connection Projects for which no Future (Transmission) Capacity Reservation Agreement has been signed, on the Average NNGS Usage Charge vis-à-vis the benefit resulting from the implementation of these projects with regard to the country's Natural Gas supply security and the development of competition in the national and regional Natural Gas market.

8. Within one (1) month following expiration of the public consultation, the Operator, after taking into consideration the results of the public consultation, shall submit to RAE the Development Plan Draft.

9. Within a deadline of two (2) months from submission of the Development Plan Draft, RAE may ask the Operator to modify the Draft. These modifications shall mainly concern the inclusion of a project in the Draft, or the removal of a proposed project from the Draft, or the fulfilment of specific conditions in order for the specific project to be included in the Draft, after taking into consideration:

   A) That the criteria set in para. [2] are met.

   B) The impact of the total budget for NNGS Development Projects, including that part of User Connection Projects for which no Future (Transmission) Capacity Reservation Agreement has been signed, on the Average NNGS Usage Charge vis-à-vis the benefit resulting from the implementation of these projects with regard to the country's Natural Gas supply security and the development of competition in the national and regional Natural Gas market.

   C) The results of the public consultation conducted by RAE in accordance with the relevant Law.

   D) The need to secure the financial effectiveness of specific proposed projects, through long-term capacity reservation for these projects.

   E) The compatibility of the Development Plan Draft with the Community-wide development plan and the regional investment plans, as per provisions of item (b), para. 3, Article 8, and para. 1, Article 12 of Regulation (EC) No. 715/2009.

   F) Any views of the Agency for the Cooperation of Energy Regulators (ACER).

   G) Any other details considered necessary.

10. The Operator, having taken into consideration RAE's remarks, shall prepare the final Development Plan draft and then submit it for approval to RAE. RAE shall approve the Development Plan within one (1) month from submission and then communicate it to the Agency for the Cooperation of Energy Regulators.

11. The Development Plan shall be published in the Electronic Info System both in Greek and in English, and also on RAE's website.

Article 93
Monitoring the implementation of a Development Plan

1. The Operator is obliged to proceed to any action necessary regarding the implementation of the Development Plan, in order to ensure compliance with the relevant timelines and the budget for each project and the Plan as a whole.

2. Each Year, when submitting the Development Plan Draft, the Operator shall also submit to RAE a monitoring report about the current Development Plan, which shall include comparative budget and implementation timelines monitoring charts for every project in the Draft, also included in the current Development Plan. The Operator shall justify any budgetary and implementation timelines deviations, evaluate the impact thereof and document the measures taken to counter such deviations, especially for projects where the following are observed:

   A) Deviation of the current project budgeted cost in relation to the project budgeted cost included in the approved Development Plan, by an amount exceeding twenty percent (20%) of the project budget included in the Development Plan or five million (5,000,000) Euros, whichever amount is lower.

   B) Deviation of the current project implementation timelines in relation to the project timelines included in the approved Development Plan, which causes the total project implementation time to be exceeded by twenty percent (20%), calculated in whole months.

3. As part of RAE's responsibility to monitor Development Plan implementation, RAE may ask the Operator, within a reasonable deadline, to provide any data concerning the implementation progress of the Plan or the specific projects included therein, especially with regard to the implementation timelines and budgets thereof.

Article 94
Extraordinary Revision of a Development Plan

1. Notwithstanding para. [5], the Operator is obliged to request an extraordinary revision of the applicable Development Plan, if they observe that it is necessary to construct new projects not included in the Development Plan, whose implementation is necessary to start before the approval of the next Development Plan due to emergency circumstances and mainly due to congestion, increased demand and unforeseen situations affecting the interconnections or due to the conditions stated in para. [11] of Article [95^{B}].

2. For the extraordinary revision of the Development Plan, the Operator shall submit to RAE a relevant request.

3. For any new project, this request shall be accompanied by the data referred to in para. [5], Article [92], and the complete documentation justifying the need to include the new projects in the Development Plan before submission of the next Development Plan Draft.

4. For the evaluation and approval of the revised Development Plan, the procedure laid down in para. [9] to [11], Article [92], shall be followed.

5. The Operator may implement NNGS Development Projects or User Connection Projects that fall under the Minor Projects category and are not included in the Development Plan, without previous extraordinary revision of the Plan, on the condition that the project in question is included in the List of Minor Projects as per Article [95] and provided that the budgeted cost for all Minor Projects included in the List of Minor Projects but not in a Development Plan, including the project in question, does not exceed the amount of twenty million Euros (€20,000,000).

Article 95
List of Minor Projects

1. The Operator shall prepare and keep a List of Minor Projects containing the following:
   A) Any Minor Projects included in the Development Plan.
   B) Any Minor Projects that fall under the case of para. [5], Article [94].
2. The List of Minor Projects is published in the Electronic Info System. The List shall state, for each project, the technical specifications, the timelines for implementation, and the relevant budget.
3. The List of Minor Projects shall be updated by the Operator:
   A) By adding a project, within five (5) Days from the Operator taking the relevant decision, provided that this is an NNGS Development Project, or from acceptance of the Capacity Expansion Proposal, as per para. [12] of Article [95B]; or
   B) By removing a project, within five (5) Days after the beginning of the project's commercial operation.
4. The Operator is obliged to take every action necessary for the implementation of projects included in the List of Minor Projects in order to ensure that each project's relevant timelines and budget are observed. The monitoring report regarding the implementation of the Development Plan, as per Article [93], shall include a separate section on monitoring the implementation of the List of Minor Projects.

Article 95^{A}
Submission and Contents of a Future (Transmission) Capacity Reservation Request

1. The entities registered in the NNGS User Register, as per Article 72 of the Law, are qualified to submit a request for the reservation of (Transmission) Capacity that shall become available in the future.
2. This request shall be submitted to the Operator in writing, in accordance with the Standard Future (Transmission) Capacity Reservation Request (Future Capacity Request), which is prepared by the Operator and published in editable format in the Electronic Info System within thirty (30) days after the present has become effective.
3. The following shall be defined in the Future Capacity Request as a minimum:

A) The Entry Points where the applicant intends to deliver Natural Gas to be injected into the Transmission System and, for each Entry Point, the details under case A), para. [5], Article [8].

B) The Exit Points where the applicant intends to receive Natural Gas from the Transmission System and, for each Exit Point, the details under case B), para. [5], Article [8].

C) The (Transmission) Capacity the applicant wishes to reserve, in accordance with the rules for reserving (Transmission) Capacity as per Article [10].

D) The desired date to start provision of Transmission Services and the desired term for the provision of such services.

E) A technical description of the Natural Gas Reception Facility or Connected System into which Natural Gas is injected from the Transmission System or from which Natural Gas is injected into the Transmission System, as well as the estimated annual Natural Gas Quantity to be received from the Reception Facility or Connected System or delivered to the Transmission System. In the event of a future Natural Gas Reception Facility or Connected System, further to the above, the licensing and construction of the relevant project shall be submitted along with the request, as well as the estimated date for commencement of commercial operation, any licenses granted or license requests submitted with regard to that Natural Gas Reception Facility or Connected System, as well as any relevant agreements.

F) Data about the reservation of sufficient Connected System capacity by the applicant upstream or downstream the Transmission System and, if the required capacity of the upstream or downstream Connected System is not available at the time of submission of the Request, then the timelines estimated by the applicant for the Connected System operator to develop it, along with any necessary actions and agreements.

4. The following may be included at the Entry and Exit Points under cases A) and B) of the previous paragraph:

A) Any NNGTS Entry or Exit Points existing at the time of Future Capacity Request submission.

B) Any NNGTS Entry or Exit Points that are part of a Scheduled Project at the time of Future Capacity Request submission.

C) New NNGTS Entry and Exit Points suggested by the applicant in order to enable the provision of Transmission Services requested.

5. If the Future Capacity Request concerns solely serving a new Natural Gas Reception Facility or increasing the capacity of an existing Natural Gas Reception Facility in Greece, the applicant may refrain from submitting the information under case A) and case F) of para. [3], and determine the Delivery (Transmission) Capacity whishing to reserve, without determining the Transmission System Entry Points to deliver Natural Gas for injection into the Transmission System.

6. To examine a Future Capacity Request, a Future Capacity Request Fee should be paid to the Operator, which is calculated my multiplying the (Transmission) Capacity the applicant wishes to reserve, as noted in the relevant request, by the Future Capacity Request Unit Fee. The minimum amount shall be fifteen thousand Euros (€15,000) and the maximum amount shall be one hundred and fifty thousand Euros (€150,000).

7. The Future Capacity Request Unit Fee is equal to (1) €/(MHh/Day). Following completion of the Year after the one the Network Code became effective, the Project Request Unit Fee is defined by decision of the Operator, following approval by RAE, in accordance with the provision of para. 5, Article 69 of the Law, three (3) months before the beginning of every other Year.

8. The Future Capacity Request is accompanied by proof of paying the Future Capacity Request Fee. Details concerning the Fee payment method are provided by the Operator and published in the Electronic Info System.

9. Revenues from the Future Capacity Request Fee are considered to be Primary Transmission Activity revenues and are credited to the respective account kept by the Operator.

10. When evaluating requests, the Operator shall comply with their submission priority order. Within fifteen (15) business days from submitting the Future Capacity Request, the Operator shall call the applicant to supplement the Request if data is missing, setting a deadline for submission that may not be less than fifteen (15) business days. If within the deadline of fifteen (15) business days from submitting the Future Capacity Request the Operator does not request additional data, the request shall be considered to be formally complete. If supplementary data or information is requested, the request shall be considered to be formally complete from the date the Operator received the additional data or information.

11. The Operator shall reject in writing the Future Capacity Request, without further evaluation, if the deadline for providing the additional data has passed without effect or if all the data requested has not been provided, or if, after the applicant has provided the relevant data, the Operator establishes that the rules for reserving (Transmission) Capacity as per Article [10] were not observed. In this case, the Operator shall return to the applicant the Future Capacity Request Fee paid.

12. Within fifteen (15) business days from considering the Request as formally complete, the Operator shall judge whether the Future Capacity Request refers to:

    A) an Non-scheduled Project, and shall proceed to the evaluation of the Request in accordance with provisions of Article [95^{B}].

    B) a Scheduled Project, and shall proceed to the evaluation of the Request in accordance with provisions of Article [95^{C}].

Article 95^{B}

Evaluation of Future Capacity Request in Non-scheduled Project

1. If, within the deadline set in para. [12] of Article [95^{A}], the Operator judges that the Future Capacity Request refers to a Non-scheduled Project, they shall

inform the applicant in writing and publish a summary of the Future Capacity Request in the Electronic Info System, both in Greek and in English, notwithstanding any commercially sensitive details in the request, while calling every interested party having a legal interest to submit their views in writing, and every interested party to submit a Future Capacity Request relevant to the Request under evaluation within two (2) months (Expression of Interest Deadline).

2. The Operator shall decide about the Future Capacity Request within six (6) months following expiration of the Expression of Interest Deadline.

3. When evaluating the Future Capacity Request, the Operator shall prepare a study (New Project Evaluation Study) for the preliminary evaluation of the technical capacity and financial feasibility for the realization by the Operator of the investments necessary to meet the request.

4. When preparing the New Project Evaluation Study, the Operator shall mainly take into account the following:

   A) The provisions of para. [2], Article [92].

   B) The most recent NNGS Development Study and the Development Plan.

   C) Third-party views submitted as per para. [1].

   D) Future Capacity Requests submitted within the deadline set in para. [1] and may be served by development, enhancement or interconnection NNGS projects that are common with the Request in question, as much as possible.

   E) The evaluation methodology and criteria, as set in the Tariff Regulation, for the financial efficiency of the projects necessary to meet the request.

5. The Operator may request, in writing, any clarifications about the Request data already submitted as deemed necessary, by providing a reasonable deadline for the presentation thereof, which may not be shorter than thirty (30) days. After the above deadline has elapsed without any actions, the Operator is entitled to reject the Request. The Operator's decision to reject the request is communicated to RAE.

6. If the Future Capacity Request refers to importing Natural Gas from an upstream Connected System and/or exporting to a downstream Connected System, the Operator shall cooperate with the upstream and/or downstream Connected System Operators related to the Future Capacity Request.

7. The New Project Evaluation Study shall include the following as a minimum:

   A) A technical evaluation of the Future Capacity Request which comprises, mainly, the determination of development, enhancement or interconnection NNGS projects necessary to meet the request; the evaluation of technical capacity regarding the implementation of such projects; and also the possibility to obtain the necessary licenses required by the applicable law, after considering the projects' particular characteristics with regards to the estimated environmental impact of their implementation and the safety of facilities.

B) The estimated time schedule for obtaining the necessary licenses and constructing those projects, if their implementation is considered to be technically feasible.

C) A financial evaluation of the Future Capacity Request which mainly comprises the determination and documentation of the budgeted cost for the projects required, as well as the evaluation of the financial effectiveness thereof, in accordance with the methodology and criteria laid down in the Tariff Regulation.

D) In the event of a Future Capacity Request to import Natural Gas from an upstream Connected System and/or to export to a downstream Connected System, the Operator's evaluation about the need to conclude additional agreements with the authorities of states and/or the respective operators of the upstream and/or downstream Connected Systems.

8. As part of the New Project Evaluation Study, the Operator may:

A) Examine and evaluate the feasibility concerning the implementation of projects that supplement the ones required for meeting the Future Capacity Request or for re-dimensioning the projects required to meet the request, after considering the provisions of para. [2], Article [92], the forecasts for Natural Gas demand growth in accordance with the NNGS Development Study, as well as the need to achieve the development objective for the regional Natural Gas market. In particular, the Operator shall examine the cases of partial increase of the future Delivery or Reception (Transmission) Capacity at an Entry or Exit Point, as well as the increase of (Transmission) Capacity at segments of the NNGTS, and shall evaluate the implementation timelines for such projects.

B) Examine an alternative planning regarding the provision of requested Transmission Services, in a manner that the necessary projects become technically feasible or financially effective, which mainly concerns changing the new Entry or Exit Point suggested by the applicant or changing the routing of the new pipe or pipe system, if the development of such infrastructure is required for the fulfilment of the interested party's request, or re-dimensioning the new infrastructures or changing the Delivery or Reception (Transmission) Capacity requested for reservation by the interested party, or deferring the starting date of Transmission Services provision to the applicant.

9. The Operator, after considering the results of the New Project Evaluation Study, notwithstanding para. [13], may:

A) Accept the Future Capacity Request, on the condition that the relevant expansion, enhancement or interconnection NNGS projects, as described in the respective New Project Evaluation Study, have been included in the Development Plan or the List of Minor Projects and that the various necessary agreements, as per para. [11] or [12], have been signed. The Operator shall inform the applicant in writing, with communication to RAE, that the request has been accepted and what is the plan for subsequent actions, and especially the estimated time for including the necessary projects in the Development Plan or the List of Minor Projects, by attaching the relevant New Project Evaluation Study.

B) Accept the Future Capacity Request under conditions that concern the alternative planning of providing the requested Transmission Services, in order to render the project technically feasible or financially efficient as defined in case B), para. [8], which results either to the implementation of a larger scale project than the one required for the implementation of the request or to the modification of the Future Capacity Request details, and in particular the schedule for completing the required projects. In this case, the Operator shall inform the applicant in writing, with communication to RAE, attaching the relevant New Project Evaluation Study and setting a deadline of at least thirty (30) days for the acceptance, in writing, by the applicant of the conditions for the acceptance of their Request. The New Project Evaluation Study shall fully document all modifications suggested by the Operator with regard to the Request, based on technical and financial criteria. Apart from meeting the conditions stated in the New Project Evaluation Design, the acceptance of the request depends on the relevant expansion, enhancement or interconnection NNGS projects, as described in the respective New Project Evaluation Study, being included in the Development Plan or the List of Minor Projects and signing the various necessary agreements, as per para. [11] or [12].

C) Reject the Future Capacity Request, if the technical feasibility or financial effectiveness for the implementation of the requested projects is not proved, or if the deadline for the applicant to accept the acceptance conditions of their Request, as per case B) above, has elapsed. The Operator shall inform the applicant in writing, attaching the relevant New Project Evaluation Study. The reasons for rejecting the request shall be documented in the New Project Evaluation Study. The request rejection decision and the relevant New Project Evaluation Study shall be communicated to RAE.

10. Within thirty (30) business days from accepting the Request, the Operator shall prepare a Capacity Expansion Proposal which shall include the Future Capacity Request, any modifications to the Request that have been accepted by the applicant as per the procedure of case B), para. [9] above, an outline of the interested parties' views that were submitted during the procedure of para. [1], and the relevant New Project Evaluation Study. The Capacity Expansion Proposal shall be submitted to RAE.

11. If the Capacity Expansion Proposal concerns a Major Project:

A) The Operator is obliged to include the relevant project in the next Development Plan Draft. The Operator may request an extraordinary revision of the Development Plan, as per Article [94], provided that the New Project Development Study substantiates that the inclusion of these projects in the Development Plan, as per the procedure of Article [92], renders impossible the provision of Transmission Services to the applicant, based on the timelines in the Capacity Expansion Proposal.

B) Within fifteen (15) business days from approving the Development Plan or its extraordinary revision, the Operator shall call in writing every User whose Future Capacity Request has been included in the Capacity Expansion Proposal in order to come, within sixty (60) days after the call

by the Operator, and sign with the Operator a Future Capacity Reservation Agreement, as defined in Article [95^{D}]. If the User fails to come within the deadline set by the Operator in order to sign the Future Capacity Reservation Agreement, the Operator shall reject in writing the User's Future Capacity Request. The Operator's decision to reject the request is communicated to RAE.

12. If the Capacity Expansion Proposal concerns a Minor Project:

    A) The Operator is obliged to include this project in the List of Minor Projects, as per the procedure of Article [95].

    B) Within fifteen (15) business days from the inclusion of the project in the List, the Operator shall call in writing every User whose Future Capacity Request has been included in the Capacity Expansion Proposal in order to come, within sixty (60) days after the call by the Operator, and sign with the Operator a Connection Agreement, as defined in Article [95^{E}]. If the User fails to come within the deadline set by the Operator in order to sign the Connection Agreement, the Operator shall reject in writing the User's Future Capacity Request. The Operator's decision to reject the request is communicated to RAE.

13. If new Future Capacity Requests are submitted within the Expression of Interest Deadline, the following shall apply:

    A) Upon expiration of the Expression of Interest Deadline, the Operator shall examine the formal completeness of each Request, as per para. [10] and [11] of Article [95^{A}].

    B) The Operator shall prepare a unified New Project Development Study, taking into account all formally complete Future Capacity Requests. In this case, the deadline for evaluation provided for in para. [2] may be extended by the Operator by three (3) months, after notifying the applicants in writing.

    C) If the New Project Evaluation Study indicates that it is necessary to perform projects that fall under the Major Projects category in order to meet the Requests, the Operator is obliged to investigate the feasibility of conducting an Open Season Procedure for Future Capacity Reservation, as per Article [95^{G}]. If the Operator decides to conduct an Open Season Procedure for Future Capacity Reservation, para. [9] to [12] above do not apply to all Future Capacity Requests to which the New Project Evaluation Study pertains. If the Open Season Procedure for Future Capacity Reservation is not performed or terminated, the Operator shall continue to evaluate all Requests as per provisions of para. [9] to [12] above. If the Operator accepts the Requests, the Capacity Expansion Proposal, as per para. [10], shall pertain to all Future Capacity Requests accepted by the Operator.

14. If new Future Capacity Requests are submitted, outside the Expression of Interest Deadline, the Operator is entitled to:

    A) Reject such Requests, or

    B) After obtaining the applicant' consent in writing, evaluate the Request as a Future Capacity Request in a Scheduled Project, in accordance with the

procedure of Article [95^{C}], after the Project is included in the Development Plan.

Article 95^{C}

Evaluation of a Future Capacity Request in a Scheduled Project

1. The Operator shall decide about the request within fifteen (15) business days from the date on which the Request was considered to be formally complete, as per para. [10] of Article [95^{A}].

2. If the date on which the Request was considered to be formally complete is prior to the expiration date of the deadline for concluding the agreements, as per case B), para. [11] or case B), para. [12] of Article [95^{B}], or para. [7] for the Scheduled Project to which the Request pertains, the Operator shall postpone the evaluation of the Request until expiration of the above deadline.

3. The Operator shall reject in writing the request in the event that there is a reason for denying access as per provisions of para. [4], notwithstanding para. [5]. Rejection of a request is fully documented by the Operator, notified to the applicant accompanied by any supporting documents and data and is communicated to RAE.

4. Access may be denied if:

   A) Acceptance of the Future Capacity Request prevents the Operator from fulfilling their obligations related to the provision of assigned public utility services.

   B) The reasons apply and the procedure of Article 68, para. 2, case a), fifth subparagraph of the Law has been complied with.

   C) The total (Transmission) Capacity available for reservation by Users following completion of the Scheduled Project is not enough to meet the request, taking into account the (Transmission) Capacity already reserved through Future Capacity Reservation Agreements, Connection Agreements, and Transmission Agreements that have already been concluded for the Scheduled Project through the procedure provided for in para. [11] or [12] of Article [95^{B}] or para. [7], and are in effect.

   D) The Maximum Hourly Quantity of Delivered or Received Natural Gas at the Entry or Exit Points, respectively, as defined in the Future Capacity Request, does not allow meeting the request in terms of the maximum allowed Supply after completion of the Scheduled Project, taking into account the Future Capacity Reservation Agreements, the Connection Agreements and the Transmission Agreements concluded in accordance with the procedure provided in para. [11] or [12] of Article [95^{B}] or para. [7], and are in effect.

   E) The required maximum or minimum pressure for delivering Natural Gas to an Entry Point or for receiving Natural Gas from an Exit Point does not comply with the Natural Gas Delivery and Reception Conditions defined in accordance with Articles [30] and [35] of the Network Code, or, if these are not available when the Future Capacity Request is submitted, with the conditions provided in the Scheduled Project's technical specifications.

F) There is no connection between the Natural Gas Reception Facility or the applicant's Connected System and the Scheduled Project, provided that a project is required to connect the Natural Gas Reception Facility or Connected System, which falls under the Major Projects category, as judged by the Operator.

5. If there are reasons to deny access, as defined in para. [4], the Operator may, upon the applicant's consent in writing, proceed to the following:

   A) Evaluate the Request as per the procedure laid down in Article [95B], treating it as a request concerning a Non-scheduled Project, or

   B) Keep the Request in priority, and if any (Transmission) Capacity becomes available for the Scheduled Project which may cover, in part or in whole, the applicant's needs, call the applicant to conclude a Future Capacity Agreement, as per the above order of priority.

6. When accepting the Request, the Operator shall call the applicant in writing to come and sign, within a sixty-day (60) deadline, the following:

   A) A Future Capacity Reservation Agreement, if construction of the Scheduled Project to which the Future Capacity Request pertains has not started.

   B) A Connection Agreement, if construction of the Scheduled Project to which the Future Capacity Request pertains has started, or if construction of the Scheduled Project has not begun, but the Scheduled Project is a Minor Project.

7. For projects which were Scheduled Projects when the present became effective, and for which Users have submitted future capacity reservation requests as per Article [111], the following shall apply:

   A) Within thirty (30) days from publishing the Standard Future (Transmission) Capacity Reservation Request, the above Users are obliged to update the above requests by submitting to the Operator every additional data required in the Standard Request, as well as the for Future Capacity Request Fee. Specifically with regard to a Future Capacity Request at an Entry Point, Users are obliged to provide to the Operator the available data about the existence of preliminary commitments or other data regarding the implementation of Natural Gas supply of access to the upstream Natural Gas Transmission Systems up to the Entry Point.

   B) provisions of para. [10] and [11] of Article [95^{A}], in accordance with the priority order set in Article [111].

   C) Within thirty (30) days from considering the request as being formally complete and establishing a Standard Future Capacity Agreement, the Operator shall call the above Users in writing, in the priority order set in Article [111], unless they fall under the case of para. [E] below, in order to come and sign the Future Capacity Reservation Agreement, as provided for in Article [95^{D}] within a sixty-day deadline (60) after receiving the call by the Operator.

D) If the User fails to show and sign the Future Capacity Agreement within the above deadline, the Operator shall call the next requesting User, in the priority order set in article [111].

Article 95^{D}

Future Capacity Reservation Agreement

1. The Future Capacity Reservation Agreement (Future Capacity Agreement) is signed, upon written invitation by the Operator, between the Operator and:

   A) a User whose Future Capacity Request has been accepted by the Operator and a Major Project is necessary in order to fulfil such request, as long as this project is included in the Development Plan, as per para. [11] of Article [95^{B}].

   B) a User who falls under case A), para. [6] of para. [7], Article [95^{C}].

   C) a Successful Participant in an Open Season Procedure, once the project has been included in the Development Plan.

2. The Future Capacity Agreement is drafted in writing, in accordance with the standard agreement issued as per provisions of case a), para. 2 of Article 68 and the fourth and fifth subparagraph of para. 1 of Article 71 of the Law (Standard Future Capacity Agreement).

3. The object of the Future Capacity Agreement is:

   A) The reservation of (Transmission) Capacity for the User, which shall be made available in the future at the Transmission System, for the period and volume determined in the User's Future Capacity Request or in accordance with the Open Season Procedure Capacity allocated to the User, under the specific terms set in the Future Capacity Agreement.

   B) The Operator’s obligation to take every necessary action and especially to prepare the necessary studies and obtain or submit any licensing requests required under current legislation to start construction of projects required to satisfy the User’s request, in order to enable the most efficient conclusion of a Connection Agreement with the User within the period specified in the Future Capacity Agreement. In any case, the Operator is responsible to complete the licensing procedure for a Connection Project.

   C) The User’s obligation to provide to the Operator reasonable guarantees, as the case may be, in order for the Operator to take the actions stated above in B).

4. The Future Capacity Agreement is terminated once the counterparties sign a Connection Agreement.

5. The Future Capacity Agreement should state the following as a minimum:

   A) Notwithstanding the case mentioned in para. [5] of Article [95^{A}], the Entry Points at which the Transmission User in entitled to deliver Natural Gas to the Operator, in order to be injected into the Transmission System, and for each Entry Point referred to in the Transmission Agreement:

      (i) The Delivery (Transmission) Capacity requested.

      (ii) The Maximum Hourly Delivery Quantity requested.

(iii) The minimum and maximum Natural Gas delivery pressures.

B) The Exit Points from which the User in entitled to receive Natural Gas from the Transmission System, and for each Exit Point referred to in the Agreement:

(i) The Delivery (Transmission) Capacity requested.

(ii) The Maximum Hourly Reception Quantity requested.

(iii) The minimum and maximum Natural Gas reception pressures.

C) The effective date requested for the provision of Transmission Services to the User.

D) The term requested for the provision of such services.

E) The completion date of projects required for the provision of Transmission Services as estimated by the Operator, which shall be adjusted before the conclusion of the Connection Agreement, in accordance with case I), and the budget for these projects.

F) The actions the Operator is obliged to take, as per case B), para. [3] and the time between the conclusion of the Future Capacity Agreement and the completion of these actions (Reference Period) by the Operator, which may not exceed eighteen (18) months from the end of the month when the Future Capacity Agreement was signed.

G) The Operator's obligation to inform in writing the counterparty about the progress of the studies and licensing procedures, at least every three (3) months after signing the Future Capacity Agreement.

H) The possibility for the Operator to extend the Reference Period for reasons related with the procedure of obtaining the necessary licenses, which cannot be controlled by the Operator, on the condition that the counterparty has received a written notice within three (3) months before expiration of the Reference Period.

I) The contract liability of the parties, the guarantees submitted by the User for the performance of the Future Capacity Agreement, as well as the conditions to be met by the User in order to conclude a Connection Agreement (Agreement Connection Conditions), which mainly comprise of the following:

(i) Evidence submitted by the User to the Operator proving that the supply and transmission of Natural Gas Quantity is reasonably secured in terms of the volume and period for the (Transmission) Capacity reservation requested, mainly letters of intent to collaborate, preliminary agreements and/or final agreements, excluding any evidence concerning the price for supplying and transmitting Natural Gas.

(ii) Obtaining or submitting requests to obtain licenses and approvals required by applicable legislation for the Reception Facility or the Connected System downstream the Exit Point or upstream the Entry Point nominated by the User in the relevant Request, if this refers to a future Natural Gas Reception Facility or a future Connected

System, for the completion of the Facility or Connected System's construction within the timelines set to complete the Connection Project under the Connection Agreement, to the extent it is reasonably feasible. In any case, it is the User's responsibility to complete the above licensing procedure.

(iii) The completion of actions described in case F) by the Operator.

J) The Operator's obligation, within ten (10) business days after the Reference Period expiration or of any extension thereof as per case H), to ask in writing the User to sign the Connection Agreement within four (4) months, communicating to the User the new estimated completion date of the projects required for Transmission Services, as well as the automatic termination of the Agreement and the release of any reserved future (Transmission) Capacity if the User fails to sign the Connection Agreement within the above deadline and, in this case, the User's obligation to pay the entire guarantee submitted.

K) The option for the User to terminate the Future Capacity Agreement:

(i) If the Reference Period is extended by the Operator for up to six (6) months, by paying part of the deposited guarantee.

(ii) If the Reference Period is extended by the Operator for more than six (6) months, without forfeiture of the deposited guarantee.

(iii) If the Operator, before the conclusion of the Connection Agreement, defers the date estimated, as per case E), for the conclusion of the projects necessary for Transmission Services by a period between six (6) to twelve (12) months, by paying half of the deposited guarantee.

(iv) If the Operator, before the conclusion of the Connection Agreement defers the estimated date, as per case E), for the conclusion of the projects necessary for Transmission Services by more than twelve (12) months, without forfeiture of the deposited guarantee.

L) The option for the User to reduce the future (Transmission) Capacity wishing to commit through the Connection Agreement in relation with the future (Transmission) Capacity committed by virtue of the Future Capacity Agreement, following submission of a written request to the Operator within the deadline for concluding the Connection Agreement, as per case I), if this change does not exceed ten percent (10%) of the future (Transmission) Capacity reserved in the Future Capacity Agreement and if the project's financial effectiveness is not altered as a result of this change, considering any other requests submitted by other User who have entered into a Future Capacity Agreement for the same Connection Project.

M) The option for the User to suggest to the Operator one or more third Users who shall sign one or more Connection Agreements on the User's behalf, for the entire or part of the (Transmission) Capacity reserved for the User, under the following conditions:

(i) By virtue of Connection Agreements signed by third Users, as well as the Connection Agreement that may be signed by the User, the

entire (Transmission) Capacity shall be reserved for the entire period defined in the Future Capacity Agreement, notwithstanding case L); and

(ii) The User provides to the Operator guarantees regarding the fulfilment of the User's obligations deriving from the Future Capacity Agreement, on behalf of the third Users.

N) The option for the User to be replaced fully or partially with regards to rights and obligations deriving from the Future Capacity Agreement.

O) Any events of Force Majeure, Agreement termination, as well as the settlement procedure of disputes arising when applying the terms of the Agreement.

P) The process for modifying the Agreement and amending the Agreement terms in case the natural gas market regulatory framework changes.

6. The guarantees submitted by the User as part of concluding the Future Capacity Agreement reflect the estimated Operator cost for taking all actions provided for in the Future Capacity Agreement. If another Future Capacity Agreement is entered into for the same project, at the same time or later, with more than one User, as well as in the case described under para. [7], the guarantee required by each User shall be calculated or re-adjusted accordingly, depending on the (Transmission) Capacity reserved for each User in the project.

7. If more than one Future Capacity Agreements have been signed for the same Connection Project, in case of termination of the Future Capacity Agreement by one or additional Users, the Operator shall inform in writing the remaining counterparties (Users) and shall announce in the Electronic Info System the availability of the respective future (Transmission) Capacity for reservation by third Users. If this future (Transmission) Capacity is not reserved by other Users within two (2) months from the Operator's announcement, the Operator shall re-evaluate the Project's financial effectiveness based on the reserved (Transmission) Capacity of the remaining Future Capacity Agreements still effective. If the Project has become financially non-effective, the Operator shall re-determine the technical specifications, the schedule and the budget for the implementation of the Connection Project, in order for the project to become once again financially effective, and shall submit in writing to the counterparties (Users) a relevant proposal to amend their Agreements. If the Operators proposal is accepted by Users whose reserved future (Transmission) Capacity ensures the Project's financial effectiveness, the Operator shall amend the Future Capacity Agreements of those Users accordingly and shall adjust the amount of the relevant guarantees. In this case, the Future Capacity Agreements of Users who do not accept the Operator's proposal shall be terminated automatically, without forfeiture of the guarantee deposited by Users. If the reserved future (Transmission) Capacity of Users who accepted the Operator's proposal does not ensure the Project's financial effectiveness, all Future Capacity Agreement shall be terminated automatically, without forfeiture of the guarantees deposited by Users.

8. In case of termination or automatic termination of the Future Capacity Agreement, the future (Transmission) Capacity reserved shall become immediately available for reservation by other Users. The Operator shall make

an announcement in the Electronic Info System whenever future (Transmission) Capacity becomes available for reservation by Users, including when future (Transmission) Capacity remains available for reservation after implementing the provision under case L), para. [5].

9. If within twenty-four (24) months from the Future Capacity Agreement's automatic termination, as defined in case J) of para. [5], or the Agreement's termination by the User, as defined in case K) of para. [5], a third User enters into a Future Capacity Agreement or a Connection Agreement with the Operator for the entire or part of the Connection Project that was the object of the Future Capacity Agreement signed with the first User, the Operator shall return interest-free to the first User the entire or part of the amount paid, depending on the ratio of (Transmission) Capacity reserved in the Connection Project by the third User to (Transmission) Capacity reserved by the first User and up to the amount paid by the first User.

10. The Operator is obliged to publish in the Electronic Info System the text of the Standard Future Capacity Agreement, including any Annexes thereto, in editable format.

Article 95^{E}

Connection Agreement

1. The Connection Agreement is signed upon a written invitation by the Operator, between the Operator and:

   A) A User with whom the Operator has already concluded a Future Capacity Agreement, if the Contract Connection Conditions have been met, as specifically laid down in Article [95^{D}] until expiration of the deadline defined in the Future Capacity Agreement.

   B) A User whose Future Capacity Request has been accepted by the Operator and it is necessary to implement a Minor Project to fulfil such request, as long as this project is included in the List of Minor Projects, as per para. [12] of Article [95^{B}].

   C) A User whose Future Capacity Request concerns a Scheduled Project and falls under case B) of para. [6], Article [95^{C}].

2. The Connection Agreement is prepared in writing.

3. The Connection Agreement produces legal effects starting from signing the Agreement until expiration of the term for the provision of the Transmission Services to the User, notwithstanding para. [9].

4. Notwithstanding para. [9], the object of the Connection Agreement is as follows:

   A) The reservation of (Transmission) Capacity for the User to be made available into the Transmission System for the time period and the volume defined in the User's Future Capacity Request or in the relevant Future Capacity Agreement or in accordance with the provision of case K), para. [5], Article [95^{D}], accordingly, under the specific terms defined in the Connection Agreement.

B) The Operator's obligation to complete at their own expense the licensing procedure and all projects required for the provision of Transmission Services (Connection Project) within the period defined under the Future Capacity Agreement, in accordance with case I), para. [5], Article [95^{D}], in such a manner that after expiration of this period, they may provide Transmission Services to the User, along with the obligation to pay to the User an indemnity in case the above period is exceeded by more than six (6) months, without prejudice to Force Majeure events.

C) The User's obligation to sign, within a specific deadline, the Transmission Agreement up to the volume of the (Transmission) Capacity and for the period defined in a Future Capacity Request that has been accepted by the Operator or in a Future Capacity Agreement, accordingly, as well as the indemnity the User shall be obliged to pay to the Operator in case the User terminates the Connection Agreement, or in the event that the latter fails to sign the Transmission Agreement.

5. Notwithstanding para. [9], the following must be defined as a minimum in the Connection Agreement:

A) The Connection Project's cost budgeting, the part of the budgeted cost, including interest for the construction period and excluding any grant, which shall be recovered by means of 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 paid as a lump sum by the User, in accordance with para. [9].

B) The Connection Project's completion date in such a manner to allow for the provision of Transmission Services to the User, and the deadline for signing the relevant Transmission Agreement(s), if the provision of case F) applies, which may not expire at a date preceding the Connection Project's completion date.

C) The penalty clauses forfeited in favour of the User in case the Connection Project's completion date is exceeded by more than six (6) months, for each excess month.

D) The indemnity the User shall be obliged to pay to the Operator in the following instances:

(i) If the User terminates the Connection Agreement within the period from conclusion of the Connection Agreement until completion of the Connection Project construction (Connection Project Construction Period).

(ii) If the User terminates the Connection Agreement within the period during which the Transmission Agreement is in force (Connection Project Operation Period).

E) The guarantees the User is obliged to submit for the proper execution of the Connection Agreement.

F) The option for the User to suggest to the Operator one or more third Users who shall enter into one or more Transmission Agreements in place of the

User, for the entire or part of the (Transmission) Capacity reserved for the User, under the following conditions:

(i) By virtue of Transmission Agreements signed by third Users, as well as the Transmission Agreement that may be signed by the User, the entire (Transmission) Capacity shall be reserved for the entire period defined in the Connection Agreement, in accordance with case C) of para. [4], and

(ii) The User shall provide to the Operator guarantees regarding fulfilment of User obligations deriving from the Connection Agreement, on behalf of the third Users.

G) The option for the User to be substituted completely or partially in terms of the rights and obligations arising out of the Connection Agreement.

H) The Operator's obligation to inform in writing the counterparty about construction progress, along with the accounting project cost data, and communicate to the User the respective documents at least every three (3) months or after the expiration of each agreement signed by the Operator with third parties in relation to the project.

I) The events of Force Majeure, Agreement termination, as well as the settlement procedure of disputes arising when applying the terms of the Agreement.

J) The procedure for modifying the Agreement and terms therein in case legal framework for the regulation of the natural gas market changes.

6. Within three (3) months from entering into force, the Operator, following a public consultation, shall submit to RAE for approval, in accordance with the provision of para. 5, Article 69 of the Law:

A) The methodology for determining the guarantees to be deposited by the User when signing the Connection Agreement, depending on the Connection Project budget.

B) The methodology for determining the penalty clauses forfeited to the User, as per provisions of case [C], para. [5].

C) The methodology for determining the guarantees to be deposited by the User, if the provision of case F), para. [5] is applied.

D) The methodology for determining the indemnity owed by the User to the Operator if the Connection Agreement is terminated by the User as per item (i), case [D] of para. [5]; it covers expenses relevant to the implementation of the Connection Project which is the object of the Connection Agreement, borne or undertaken by the Operator against third parties, until termination of the Agreement by the User.

E) The methodology for determining the indemnity owed by the User to the Operator when the User terminates the Connection Agreement as per item (ii), case [D] of para. [5], which covers the part of the Connection Project cost specified in the Connection Agreement, as per case A) of para. 5, including the Operator's capital cost not recovered by the Operator through charges for the reservation by the User of (Transmission) Capacity in the Transmission System until the Agreement termination

date, in accordance with the Usage Tariff of NNGS and the Transmission Agreement.

7. If the User terminates the Connection Agreement, as per case D) of para. [5], the following shall apply:

   A) If within twenty-four (24) months from the User terminating the Connection Agreement, as defined in subparagraph (i) of case D), para. [5], a third User signs a Connection Agreement with the Operator for the entire or part of the Connection Project that was the object of the Connection Agreement signed with the first User, the Operator shall return interest-free to the first User the entire or part of the amount paid, in proportion to the part of the Connection Project to be included in the Connection Agreement with the third User and up to the amount paid by the first User.

   B) If the Connection Agreement is terminated by the User, as defined in subparagraph (ii) of case D), para. [5] and a third User signs a Transmission Agreement with the Operator, for the entire or part of the Connection Project that was the object of the Connection Agreement signed with the first User, the Operator shall return interest-free to the first User the entire or part of the amount paid, based on the Operator's revenues from charges for the reservation by the third User of (Transmission) Capacity in the Transmission System, in accordance with the NNGS Usage Tariff, and up to the amount paid by the first User.

8. If more than one Connection Agreements have been signed for the same Connection Project and the Connection Agreement is terminated by one or more Users during the Connection Project Construction Period, the Operator shall publish in the Electronic Info System the availability of the respective future (Transmission) Capacity for reservation by other Users. If within two (2) months upon from the Operator's announcement, this future (Transmission) Capacity has not been reserved by other Users, the Operator shall re-evaluate the Project's financial effectiveness, based on the reserved (Transmission) Capacity of the remaining Connection Agreements that remain effective. If the Project has become financially non-effective, the Operator shall re-determine the technical specifications, the timelines and the budget for the implementation of the Connection Project, in order for the project to become again financially effective, and shall submit in writing to the counterparties (i.e. to Users) a relevant proposal to amend their Agreements. If the Operator's proposal is accepted by Users whose reserved future (Transmission) Capacity ensures the Project's financial effectiveness, the Operator shall amend the Connection Agreements of those Users accordingly and adjust the amounts of the relevant guarantees. In this case, the Connection Agreements of Users who do not accept the Operator's proposal shall expire automatically, with the forfeiture of the guarantee deposited by the Users. If the reserved future (Transmission) Capacity of the Users who accepted the proposal of the Operator does not ensure the financial efficiency of the Project, the counterparties may submit to RAE a request for the formulation by the latter of a proposal for dealing with the matter in question. If the parties do not accept RAE's proposal within a specific deadline, Connection Agreements shall be terminated automatically, and Users shall be obliged to pay the part of the deposited guarantee that covers

any expenses related to the execution of the Connection Project that is the object of the Connection Agreement and which are borne or assumed by the Operator against third parties until the User terminates the Agreement, in proportion to the percentage of future (Transmission) Capacity reserved in the Connection Project by each User.

9. If the project concerns the connection of a Natural Gas Reception Facility or Connected System to the Transmission System, the Connection Agreement shall include the obligation for the User to pay a lump sum (Connection Fee), if this is provided for in the Tariff Regulation and the NNGS Usage Tariff. If the project cost is less than or equal to the Connection Fee, the following shall apply:

   A) The Connection Agreement shall not include a User obligation to sign a Connection Agreement with the Operator within a specific deadline after the Connection Project completion.

   B) The Connection Agreement shall expire after the User has paid the amount corresponding to the total project cost.

10. Within six (6) months from the present becoming effective, the Operator is obliged to prepare and send to RAE a Standard Connection Agreement, which shall be given by the Operator to every User, as per para. [11], without any exceptions. It is possible to modify specific terms of the Standard Connection Agreement, depending on the technical specifications and budget of the Connection Project to which the Connection Agreement pertains. The same terms shall be included in the Connection Agreements signed by the Operator with Users that fall under the same category of Connection Projects, without any exceptions. The Connection Project categories shall be defined by the Operator before the preparation of the Connection Agreement, then sent to RAE and published in the Electronic Info System.

11. The Operator is obliged to publish in the Electronic Info System the text of the Standard Connection Agreement, including the Annexes thereto, in editable format.

Article 95^{F}

Conditions for holding an Open Season Procedure to Reserve Future Capacity

1. The Operator is obliged to investigate the feasibility for holding an Open Season Procedure to Reserve Future Capacity (Open Season Procedure), if:

   A) The NNGS Development Study indicates that it is necessary to implement an NNGS Development Project that qualifies as a Major Project, requiring long-term reservation of capacity in the project to ensure implementation in the most financially effective manner. The Open Season Procedure shall precede the inclusion of the project in the Development Plan.

   B) The conditions of case C), para. [13] of Article [95^{B}] apply.

   C) Upon RAE's request, as a condition to have a project already included in the Development Plan Development becoming part of the final Development Plan Draft, if RAE considers that long-term capacity

reservation in the project is required for the most financially efficient project implementation.

2. The Operator's decision to refrain from investigating the feasibility for holding an Open Season Procedure shall be fully justified by the Operator and communicated to RAE.

3. The project-related new capacity shall become available to interested parties for reservation and allocation through the Open Season Procedure. In order to establish the Open Season Procedure Capacity, the Operator must specifically consider the following:

   A) the NNGS Development Study

   B) the Development Plan

   C) the List of Minor Projects

   D) the New Project Evaluation Study as per para. [9] of Article [95^{B}].

4. The Operator may offer the Open Season Procedure Capacity through separate shares (Capacity Share).

5. If the project concerns the development of interconnection with another member state of the European Union or the Energy Community, the investigation about the feasibility of holding an Open Season Procedure and how to conduct it shall be performed jointly with the operators of the Natural Gas Systems in the relevant member states, by derogation from provisions laid down in Articles [95^{G}] to [95^{I}]. The Operator shall cooperate with the operators of upstream or downstream Systems when preparing the Proposal for Holding an Open Season and the Call for an Open Season Procedure, as well as in the various Open Season Procedure phases. RAE shall cooperate with the regulatory authorities of the upstream and downstream Connected Systems to ensure approval of the Call for an Open Season Procedure, as defined in Articles 21 and 25 of the Law.

Article 95^{G}

Proposal for Holding an Open Season

1. If conditions of para. [1] of Article [95^{F}] are met, within two (2) months from completion of the NNGS Development Study or preparation of the New Project Evaluation Study, as per para. [13] of Article [95^{B}], the Operator shall prepare and make available for open consultation a Proposal for Holding an Open Season, which shall mainly include the following:

   A) A description of the project to which the Open Season Procedure refers.

   B) The Open Season Procedure Capacity and a description of Open Season Procedure Products. Open Season Procedure Product is the size of each Capacity Share offered and for each such Capacity Share, the starting date and length of capacity reservation in the project.

   C) A non-binding project budget, along with a non-binding evaluation of the average annual charge for reserving capacity in the project (Capacity Charge) per Open Season Procedure Product or a non-binding methodology for calculating the project cost and Capacity Charge.

2. Public consultation may not be less than thirty (30) and greaten than sixty (60) days.

3. The Proposal for Holding an Open Season is published in the Electronic Info System, both in Greek and English. Under the Operator's responsibility, a summary of the Proposal for Holding an Open Season shall be published in at least two (2) mainstream Greek newspapers and in two (2) mainstream financial newspapers in the European Union.

4. Within sixty (60) days from public consultation, taking into account the views and possible interest of participants in the public consultation regarding the Open Season Procedure Products, the Operator shall make a decision about the following:

   A) Whether to hold an Open Season Procedure, without modifying the project specifications and implementation timelines and the specifications of Open Season Procedure Products mentioned in the Proposal for Holding an Open Season.

   B) Whether to hold an Open Season Procedure, modifying the project specifications and implementation timelines or the specifications of Open Season Procedure Products mentioned in the Proposal for Holding an Open Season, in such a manner as to allow catering the estimated demand in the most financially effective way, up to the limit of the project's technical construction capacity.

   C) Whether to refrain from holding an Open Season Procedure, if there is no sufficient interest to reserve capacity in the project. In this case, the Operator is entitled to include the project in the Development Plan Draft, as per Article [92], or to evaluate the Future Capacity Requests as per case C) of para. [13] of Article [95^{B}].

5. The Operator's decision shall be fully justified, published in the Electronic Info System, and communicated to RAE.

6. If the Operator decides to hold an Open Season Procedure in accordance with provisions of case B), para. [1] of Article [95^{F}], the persons/entities who have submitted Future Capacity Reservation Requests relating to a Non-scheduled Project, as per case A), para. [12] of Article [95^{A}] are obliged to participate. If an applicant fails to participate as per above, the Operator shall reject the corresponding respective Future Capacity Reservation Request. The Operator's decision to reject the request shall be communicated to RAE.

Article 95^{H}

Call for an Open Season Procedure

1. Within three (3) months from the Operator's decision in accordance with cases A) and B) of para. [4] of Article [95^{G}], the Operator shall prepare a Call for an Open Season Procedure draft, which is then submitted to RAE for approval, in accordance with the provision of para. 5, Article 69 of the Law.

2. Within thirty (30) days from draft submission, RAE is entitled to request for clarifications on the draft, as well as the modification of the terms for holding the Open Season Procedure, allowing the Operator no less than thirty (30) days for this purpose.

3. Within fifteen (15) days from RAE's approval, the Call for an Open Season Procedure shall be published in the Electronic Info System, both in English and Greek. Under the Operator's responsibility, a summary of the Call for an Open Season Procedure shall be published in at least two (2) mainstream Greek newspapers and in two (2) mainstream financial newspapers in the European Union.

4. The Open Season Procedure shall be held both in Greek and English.

5. The Call for an Open Season Procedure shall include the following:

   A) A project technical description and implementation timelines, a description of Open Season Procedure Capacity and Open Season Procedure Products, a non-binding project budget, and the estimated Capacity Charge or the non-binding methodology for calculating the project's cost and the Capacity Charge, as finalised by the Operator after completion of public consultation on the Proposal for an Open Season Procedure, as per Article [95^{G}].

   B) A detailed description of the Open Season Procedure phases, as per para. [1] of Article [95^{I}].

   C) The criteria concerning the right to participate in every phase of the Open Season Procedure and the respective guarantees that interested parties may be required to submit.

   D) Detailed timelines of the Open Season Procedure phases, specifying the following as a minimum:

      (i) The Non-Binding Phase starting date, which may not be later than sixty (60) days from publication of the Call for an Open Season Procedure; the entire duration of this phase may not exceed ninety (90) days.

      (ii) The Binding Phase starting date, which may not be later than thirty (30) days from Non-Binding Phase end, notwithstanding the provisions of para. [3] and case A), para. [6] of Article [95^{I}]; it may not exceed ninety (90) days in duration.

      (iii) For each Phase, the deadlines for proposal submission, issue of Operator decisions regarding acceptance or rejection of proposals, submission of complaints by participants, and issue of relevant decisions.

      (iv) The deadline for signing the Future Capacity Reservation Agreement with each participant whose binding proposal was accepted; this may not be less than thirty (30) days and greater than sixty (60) days from project inclusion in the Development Plan.

   E) The acceptance and rejection criteria for proposals submitted at the Non-Binding Phase and the Binding Phase, respectively, as per Article [95^{A}].

   F) The Open Season Procedure Capacity allocation methodology at Binding Phase if the sum of Capacity Shares requested for reservation exceed the Open Season Procedure Capacity. When establishing the Open Season Procedure Capacity allocation methodology, the Operator is obliged to take every measure to ensure that Capacity allocation is performed in the

most economic, transparent, and direct manner, without discriminating between Open Procedure participants, based on market mechanisms.

G) Templates of documents required to be submitted at every Open Season Procedure phase by participants in that phase; these include mainly proposal submission-related documents at the Non-Binding Phase and the Binding Phase and the documents related to the corresponding guarantees.

6. For participation in the Open Season Procedure, a fee shall be required. This is calculated by multiplying sum of Capacity Shares requested for reservation by the interested party by the Unit ARCA Application Fee, as per Article [95^{A}]. The fee shall be payable only once, when participating in the Non-Binding Phase. Open Season Procedure participants who have submitted a Future Capacity Request, as per Article [95^{A}], are exempted from having to pay this fee, at the percentage that this Open Season Procedure participation fee is covered by the Unit ARCA Application Fee paid by each of those participants.

Article 95^{I}

Holding the Open Season Procedure

1. The Open Season Procedure is held in two successive phases:

   A) Non-Binding Phase

   B) Binding Phase

   The Open Season Procedure expires as per para. [11].

2. Notwithstanding para. [3] to [5] (both inclusive), at Non-Binding Phase, the Operator shall:

   A) call interested parties to submit non-binding proposals about the Products of the Open Season Procedure, along with the documents and data required by the Call for an Open Season Procedure for this Phase.

   B) evaluate the non-binding proposals and decide whether to accept or reject them, in accordance with the criteria set in the Call for an Open Season Procedure. Rejection of a non-binding proposal shall be fully documented by the Operator, notified in writing to the applicant and communicated to RAE.

   C) examine any complaints lodged by participants and decide thereon, in accordance with the procedure laid down in the Call for an Open Season Procedure.

   D) prepare a list of participants in the Non-Binding Phase, whose proposals have been accepted and are, therefore, entitled to participate in the Binding Phase.

   E) submit to RAE a report summarising the results of the Non-Binding Phase.

3. The Operator may stop the Open Season Procedure at the Non-Binding Phase and update the Call for an Open Season Procedure if it is considered that the sum of Capacity Shares for which admissible non-binding proposals have been submitted, as evaluated by the Operator:

A) is less than the Open Season Procedure Capacity, reasonably resulting in the projects financial ineffectiveness should the Open Season Procedure was to continue, or

B) exceeds the Open Season Procedure Capacity, reasonably resulting in a failure to satisfy the participants' demand for Capacity Shares should the Open Season Procedure was to continue, unless the technical capacity or financial effectiveness of project implementation justifying a further increase of the Open Season Procedure Capacity is not justified based on the Operator's relevant study.

4. The Operator's decision to stop the Open Season Procedure and update the Call for an Open Season Procedure shall be specifically justified by the Operator, then published in the Electronic Info System and communicated to RAE. The Operator shall return to participants whose non-binding proposals have been deemed admissible the fee paid to participate in the Non-Binding Phase.

5. Within three (3) months of the Operator's decision, in accordance with para. [3], the Operator shall update the Call for an Open Season Procedure, specifically with regard to the Open Season Procedure Capacity, the Capacity Charge or the project budget, and then submit it to RAE for approval. The Call for an Open Season Procedure shall be approved by RAE and published in accordance with the procedure laid down in para. [2] to [4] of Article [95^{H}]. It shall also include the provisions of para. [5] of the same Article. To participate in the Open Season Procedure, a fee must be paid, as specified in para. [6] of Article [95^{H}].

6. If, after repeating the Non-Binding Phase as described above:

A) the sum of Capacity Shares for which admissible, non-binding proposals have been submitted, as evaluated by the Operator, is still less than the Open Season Procedure Capacity, the Operator shall permanently terminate the Open Season Procedure. The Operator's decision to permanently terminate the Open Season Procedure shall be specifically justified by the Operator, then published in the Electronic Info System and communicated to RAE. The Operator shall return to participants whose non-binding proposals have been deemed admissible the fee paid to participate in the Non-Binding Phase.

B) the sum of Capacity Shares for which admissible, non-binding proposals have been submitted, as evaluated by the Operator, exceeds the Open Season Procedure Capacity, unless the technical capacity or financial effectiveness of project implementation justifying a further increase of the Open Season Procedure Capacity is not justified based on the Operator's relevant study, the Operator shall inform in writing the interested parties about the possibility of congestion when allocating the Open Season Procedure Capacity at Binding Phase. Any decision by the Operator concerning the inability to increase the Open Season Procedure Capacity shall be specifically justified by the Operator, then published in the Electronic Info System and communicated to RAE.

7. In the Binding Phase, the Operator shall:

A) call interested parties in the list specified under case D), para. [2], to submit binding proposals about the Products of the Open Season

Procedure, along with the documents and data required by the Call for an Open Season Procedure in this Phase.

B) evaluate the binding proposals and decide whether to accept or reject them, in accordance with the criteria set in the Call for an Open Season Procedure. Rejection a binding proposal shall be fully justified by the Operator, then notified in writing to the applicant and communicated to RAE.

C) examine any complaints lodged by participants and decide thereon, in accordance with the procedure laid down in the Call for an Open Season Procedure.

D) inform in writing the participants whose binding proposals have been accepted.

E) decide about the participants who shall receive part of the Open Season Procedure Capacity (Successful Participants) and prepare a relevant list. The Operator's decision about capacity allocation to Successful Participants shall be specifically justified by the Operator and communicated to RAE. Binding proposals is expressly subject to prior inclusion of the project in the Development Plan.

F) call Successful Participants to submit the guarantees provided for in the Call for an Open Season Procedure regarding entering into a Future Capacity Reservation Agreement, subject to prior inclusion of the project in the Development Plan, within a specified period after the inclusion of the project in the Plan.

G) submit to RAE a report summarising the results of the Binding Phase.

8. The Binding Phase ends when the Operator submits to RAE the report specified in case [G] of para. [6]. Within thirty (30) days from the Binding Phase end, the Operator shall prepare a Capacity Expansion Proposal, which shall be sent to Successful Participants.

9. The Operator is obliged to include the project in the very next Development Plan Draft prepared in accordance with Article [92], also submitting a Capacity Expansion Proposal along with the Draft.

10. If the project is included in the Development Plan, the Operator shall call Successful Participants to sign the Future Capacity Agreement within the deadline provided for in the Call for an Open Season Procedure. If a Successful Participant fails to sign the Future Capacity Agreement within the above deadline, Operator shall ask for the guarantee under the Call for an Open Season Procedure to be paid and the Open Season Procedure Capacity initially allocated shall be re-allocated to the next Successful Participant, using the Open Season Procedure Capacity allocation methodology under the Call for an Open Season Procedure. In this case, the Operator shall immediately notify the new Successful Participant and ask them to sign the Future Capacity Agreement within the deadline specified under the Call for an Open Season Procedure.

11. The Open Season Procedure shall end when a Future Capacity Reservation Agreements is signed for all Capacity Shares allocated in the Binding Phase or after the deadline set for the last Successful Participant has expired with no action taken, as provided for in para. [10], or if the project is not included in the

Development Plan. Within sixty (60) days from the Open Season Procedure end, the Operator shall submit to RAE a report summarising the results of the Open Season Procedure.

12. The Operator is obliged to safeguard the confidentiality of commercially sensitive data or documents submitted by participants at any phase of the Open Season 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 in general that affects or may affect Natural Gas delivery or reception at NNGS Entry and Exit Points, respectively. Maintenance may be Scheduled and Emergency.

Article 97
Operator Authorities for NNGS Maintenance

1. The Operator shall be responsible for scheduling and implementing the NNGS Maintenance.
2. Each Year, the Operator shall prepare the Annual Maintenance Schedule, taking into account the maintenance requirements of NNGS sections, any Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements, LNG Facility Usage Agreements, Connected Systems Agreements entered into, as well as any relevant information provided by Transmission Users, LNG Users, Connected System operators and any other natural person or legal entity having a legal interest.
3. To this end, the Operator shall coordinate and combine, as much as possible, the NNGS Maintenance with the operation and maintenance of Reception Facilities and Connected Systems.
4. The Operator shall make every possible effort to complete Maintenance according to the Annual Maintenance Schedule. The Operator may proceed to an Emergency Maintenance, as per provisions of Article [99].
5. During the performance of NNGS Maintenance works, the Operator shall be exempt from obligations arising out of he Network Code and the Transmission Agreements, Interruptible Transmission Agreements, Virtual Reverse Flow Agreements and LNG Facility Usage Agreements entered into, as long as such failure to fulfil obligations is due to Maintenance.

Article 98
Annual Maintenance Scheduling

1. At the latest by 15 November of each Year, the Operator shall prepare and publish the next Year’s Annual Maintenance Schedule. This Schedule includes the timelines for each project, and sets the milestones which determine the completion time of works. The Operator shall publish in the Electronic Info System any change to the Annual Maintenance Schedule.

2. Maintenance Days are the consecutive or non-consecutive days during which maintenance works are conducted at the NNGS, as per the Annual Maintenance Schedule.

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

   A) Ten (10) business days for the Maintenance of NNGTS sections with the exception of Entry and Exit Points.

   B) Ten (10) business days per NNGTS Entry and Exit Point, notwithstanding the provisions of para. [4] of this Article.

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

4. In case of complex, large-scale works, the period set in case B0, para. [3] may be extended by ten (10) business days, considering the best possible scheduling. The Operator is obliged to make any possible effort in order to ensure the minimum User disturbance.

5. At least twenty (20) business days before the beginning of the maintenance works, the Operator is obliged to inform in writing the Transmission and LNG Users affected by such works, providing information on the type and impact of the works required, as well as the expected duration thereof. The Operator may extend the works completion time specified in the Annual Maintenance Schedule, as long as there are Emergency reasons, notifying immediately the Transmission and LNG Users, the Connected System operators and any other natural person or legal entity having a legal interest.

Article 99

Emergency Maintenance

1. The Operator shall decide on and execute Emergency Maintenance works whenever, at the Operator's reasonable discretion, such Maintenance is necessary for the safe, reliable and efficient operation of the NNGS.

2. Before the execution of Emergency Maintenance works, the Operator is obliged to inform Transmission and LNG Users by any expedient means and within a reasonable time about to the type, extent and expected duration of such works.

3. To determine the time of Emergency Maintenance works execution, the Operator should take into account the opinion of Transmission and LNG Users and Connected System operators, as well as any other natural person or legal entity having a legal interest, provided that there is no risk to the secure and reliable operation of the NNGS.

Article 100

User Obligations due to NNGS Maintenance

1. Transmission and LNG Users must co-operate with the Operator and provide, as soon as possible, all necessary information to enable the Operator to fulfil the NNGS Maintenance obligations as per the Network Code.

2. On Maintenance Days, the Operator shall limit as necessary the Reserved (Transmission) Capacity for Delivery/Reception and the Reserved Regasification Capacity of Transmission and LNG Users, respectively, in a fair

and impartial manner, without discriminating. This limitation shall be published by the Operator under condition of confidentiality.

3. On Maintenance Days, Transmission and LNG Users are obliged to assist the Operator in any way and comply with the Operator's instructions.

4. Transmission and LNG Users shall make every possible effort, including the integration of appropriate terms in any agreements they may enter into with Connected System operators or any other natural person or legal entity having a legal interest, in order to ensure compliance with their obligations, as per this Article.

CHAPTER 14

NNGS ELECTRONIC INFO SYSTEM

Article 101
Operator authorities and obligations

1. The Operator prepares and manages the NNGS Electronic Info System of (Electronic Info System), in accordance with the provision of subparagraph [n] of para. 2, Article 68 of the Law.
2. The Operator shall provide to Users, Connected Systems operators or any other natural person or legal entity having a legal interest with access to the Electronic Info System, without discrimination. To this end, the Operator shall publish the special terms and conditions for access to the Electronic Info System. Access to the Electronic Info System is free of charge.
3. Persons/entities that have the right to access the Electronic Info System must comply with the eventual terms and conditions on its use, as such terms and conditions shall be published by the Operator.
4. The Operator shall not be held liable against the persons/entities having the right to access the Electronic Info System in case of non-availability thereof.
5. Data provided by the Operator in the Electronic Info system:
   A) is published both in Greek and English.
   B) is made available in a format that allows further analytical processing using a computer.
6. The Operator may modify the Electronic Info System at their discretion, giving advance notification to RAE, at least two (2) months prior to such modification.
7. The Operator is obliged to give RAE access to the Electronic Info System and any information with regards to its operation.

Article 102
Contents of the Electronic Info System

1. The Electronic Info System shall be used to publish as a minimum the NNGTS details defined by virtue of Regulation No 715/2009, along with any relevant detail defined in the above Regulation. Data is updated on a regular basis, as a minimum in accordance with the schedule defined per data category in Regulation No 715/2009.
2. The Electronic Info System shall be used to publish as a minimum the following details with regards to the LNG Facility:
   A) Operator daily estimates concerning the total Reserved LNG Facility Regasification Capacity.
   B) Operator daily estimates regarding the available LNG Facility Regasification Capacity, as well as monthly forecasts for the next eighteen

(18) Months. Monthly forecasts must be updated at least Monthly or more often in the event of new details.

C) The Minimum Daily LNG Regasification Rate of the LNG Facility.

D) The LNG Facility Available Storage Volume allocated daily to LNG Users as part of the Basic LNG Service, as well as the LNG Facility Available Storage Volume offered daily to LNG Users as LNG Facility Additional Storage Volume.

E) The part of the LNG Facility Available Storage Volume still on offer daily.

F) The sum of the Daily LNG Stock of LNG Users.

G) Long-term Operator annual forecasts regarding the LNG Facility Regasification Capacity available for the next ten (10) Years.

H) Historical data on the maximum and minimum used LNG Facility Regasification Capacity per Month and the annual mean averages of LNG regasification for the last three (3) Years and on a rolling basis up to the previous Month.

I) The Initial and Final Annual LNG Schedule, in accordance with the provisions of Chapter [11]. Final Annual LNG Schedule updates shall be published in the Electronic Info System.

J) The Initial and Final Monthly LNG Schedule, in accordance with the provisions of Chapter [11].

K) A list of certified LNG ships, and any updates thereof.

3. Where in para. [2] above there is no schedule for the publication of the respective details, the schedule for each element as specified in the respective provisions of Chapter [11] shall apply.

4. Communication between the Operator and Users or Connected System operators or any person/entity having a legal interest shall be conducted via the Electronic Info System, in accordance with the Network Code special provisions, as the case may be.

Article 103
Updating relevant NNGTS Points

1. The Operator shall publish in the Electronic Info System a list of NNGTS relevant Points, as provided for by para. 3 and 4 of Article 18 of Regulation No 715/2009 that have been approved by RAE.

2. Within thirty (30) Days of commissioning a new Transmission System Entry or Exit Point or after the final termination of operation of an existing Entry or Exit Point, the Operator is obliged to submit to RAE for approval an updated list of the relevant NNGTS Points.

3. RAE shall place to public consultation the list of Transmission System Points proposed by the Operator, both in Greek and English, and shall call interested parties to express their views on the above list.

4. During evaluation of the request, RAE may require additional information, data or clarifications from the Operator.

5. RAE shall make a decision with regards to the Operator's request within fifteen (15) days of public consultation completion. RAE's decision shall be communicated to the Operator and published on their webpage.

6. A new NNGTS Entry or Exit Point shall be considered as being commissioned after completing, at that point, the installation and commissioning of the metering equipment:

   A) of the Operator, or

   B) of the Customer, if installation and commissioning of the Operator's metering equipment has not been completed, provided that the provisions of the Measurements Regulation are met. Within thirty (30) days from completing and commissioning the Operator's metering equipment, the Operator shall inform RAE accordingly.

   If a new Exit Point is to be included in a DNExP, it shall be considered as commissioned once the operating interconnection with the other Exit Points comprising the DNExP has been completed.

CHAPTER 15

FORCE MAJEURE

Article 104
Definition

1. "Force Majeure" is any unforeseen and extraordinary condition or event beyond the influence and control of persons/entities subject to the Network Code, which could not have been avoided even if such persons/entities had demonstrated extreme caution and diligence, as expected by a reasonable and wise operator, and hinders such persons/entities from fulfilling their obligations. By way of indication, it is agreed that the following may be deemed as a Force Majeure event: natural disasters, strikes, counter-strikes, Governmental or Governmental Authority actions, war, revolts, riots, land slides, fires, floods, earthquakes, explosions, ruptures or accidents at any transmission facility or other facilities or equipment necessary to provide the required service or action, so extensive that the required service or action is impossible.

2. Force Majeure events shall not include any events and incidents that qualify as an Emergency. In these cases, the provisions of Chapter [10] of the Network Code shall apply, and not this Article.

Article 105
Rights and obligations in case of a Force Majeure event

1. In case of a Force Majeure event, the persons/entities shall be relieved from any liability for non-fulfilment of obligations to the extent such non-fulfilment 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/entity invoking a Force Majeure is obliged to:

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

   B) Notify the other contracting party or any persons affected by such an event of the actions taken in order to deal with the incident that caused the Force Majeure, the end of the Force Majeure and the estimated duration of such an event.

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

D) Within ten (10) business days after the Force Majeure event ends, to prepare a report on 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 persons affected by it.

3. Specifically for Transmission Agreements, Interruptible Transmission Agreements, Virtual reverse Flow Agreements or LNG Agreements, the contracting parties may agree to extent the Agreement term by the duration of the Force Majeure event that led to suspension of obligations under the Agreement.

CHAPTER 16

DISPUTE RESOLUTION

Article 106

Notwithstanding any special provisions published under Law authorisation, disputes arising during implementation of the Network Code provisions are settled according to the provisions of this Chapter.

Article 107
Amicable Settlement of Disputes

1. The parties shall assume the obligation to make every possible effort for the amicable settlement of disputes arising during application of the Network Code provisions.
2. To this end, each party may communicate to the other party an invitation for the amicable settlement of a dispute. Within three (3) days of proven receipt of such invitation by the addressee, the parties shall appoint and mutually communicate their settlement representatives and negotiate in good faith and according to business ethics in order to settle the dispute.
3. The dispute settlement procedure shall be conducted in the Greek language and completed within thirty (30) days from communicating the amicable settlement invitation. The negotiation result is binding to the parties.

Article 108
Expert reports and Arbitration

1. In the event of non-resolution of the dispute via the amicable settlement and particularly in the event of a difference related to subjects of technical nature, the parties may refer the issue to a mutually approved expert.
2. In the event of non-resolution of the dispute via the amicable settlement or in case of non-achievement of resolution of the dispute after the issuance of an expert report as per provisions of paragraph [1], the parties can refer the difference to arbitration as per provisions of the Civil Proceedings Network Code.

   If the matter is not resolved as per provisions of paragraphs [1] and [2], the resolution of any dispute is referred to the Courts of Athens.

CHAPTER 17

FINAL PROVISIONS

Article 109
Electronic Info System

1. Until commissioning of the Electronic Info System, the following shall apply:

   A) Any reference to the Electronic Info System shall be considered as reference to the Operator's website, with the exception of provisions in Article [20^{D}].

   B) For provisions regarding submission of reports from Users to the Operator, and any communication in general between the Operator and Users via the Electronic Info System, fax or email shall be used, as the case may be.

2. The above shall also apply whenever the Electronic Info System is not available for any reason after commissioning.

Article 110
Existing Agreements

1. Especially for 2013, for existing Agreements with a term exceeding twelve (12) months, the User is obliged to submit in writing to the Operator a relevant request in order to request a change of the Reserved (Transmission) Capacity, at least ten (10) days before Year end. The Operator shall give a reasoned reply to the User within eight (8) days. If the User is late in submitting the request, the Operator shall reject the request. This paragraph it to be removed after 2013.

2. Within fifteen (15) days after the present has become effective, the Operator is obliged to send to RAE for approval the draft Standard Uninterruptible Natural Gas Transmission Agreement, the Standard Interruptible Natural Gas Transmission Agreement, the Standard Virtual Reverse Flow Natural Gas Transmission Agreement and the Standard LNG Facility Usage Agreement, in a manner that the regulations thereof are compatible with the provisions herein.

3. Within two (2) months after approval of the agreements of para. [1], the counterparties to the existing Transmission Agreements and LNG Facility Usage Agreements must take every necessary action in order for the existing agreements to comply with the new standard approved agreements. During this procedure, the counterparties may change the Delivery and Reception (Transmission) Capacity reserved by virtue of the existing agreements at NNGS Entry and Exit Points.

4. Any failure to comply with the provisions of this Article constitutes a violation of the Network Code provisions as stipulated by Law.

Article 111
Reservation Capacity Requests

Any requests to reserve existing or future NNGS capacity that had already been submitted to RAE at the time of the Network Code publication are prioritised based on submission time, in accordance with the provisions of para. 1, Article 71 of the Law, as well as provisions of para. [7], Article [8] and para. [10], Article [71] of the Network Code, provided that the applicants requesting capacity reservation submit to the Operator a certificate of registration in the NNGS User Registry within two (2) months from publishing the NNGS User Registry Regulation, as per Article 72 of the Law.

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 greater than 16.37 KWh/Nm3.
2. Maximum Calorific Value (MCV): The MCV should not be less than 10.20 KWh/Nm3 and greater than 13.71 KWh/Nm3.
3. Relative Density: The Natural Gas relative density should not be less than 0.56 and greater than 0.71.
4. CH_4: Methane concentration per volume should not be less than 75 [% mole]
5. CO_2: Carbon dioxide concentration per volume should not be greater than 3 [% mole].
6. N_2: Nitrogen concentration should not be greater than 6 [% mole].
7. O_2: Oxygen concentration should not be greater than 0.2 [% mole].
8. Hydrogen sulphide (H_2S): The Natural Gas content in hydrogen sulphide should not exceed 5.4 mg/Nm^3. In exceptional cases and for a time not exceeding two (2) hours, the Natural Gas content in hydrogen sulphide can have a value up to 10.8 mg/Nm^3, however without exceeding 6.5 mg/Nm^3 as an average Day value.
9. Total sulphur: The Natural Gas total sulphur not submitted to odorisation should not exceed 80 mg/Nm^3. In exceptional cases and for a time period not exceeding 48 hours it can receive values up to 120 mg/Nm^3, however without exceeding 90 mg/Nm^3 as an average Week 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 between 1 and 80 barg.
12. Dust and Liquids: Natural Gas should be virtually free from gaseous, solid or liquid substances that could pose blockage risks or malfunction or erosion to usual gas facilities and standard gas equipment. Exception is made for minuscule droplets creating liquid formations in Natural Gas that are impossible to remove.
13. Odorising Agent: Natural Gas is delivered at the Entry Points without odorising agent. The Odorising Agent is added at Delivery Points, when necessary as per the ASME Network Code.
14. The Natural Gas temperature should not be less than -5°C and greater than 50°C. Under special NNGTS operating conditions or due to technical reasons and in any case for periods not exceeding 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 operating pressure.

15. Following completion of the Year after the Network Code implementation year, the Operator is obliged to send to RAE and make available for public consultation a report on Natural Gas (Quality) Specifications, the eventual deviations compared to current quality specifications in the European Union and internationally, and an evaluation of the feasibility and expediency of the Natural Gas (Quality) Specifications convergence with said specifications.

LNG (Quality) Specifications

1. Wobbe Coefficient: The LNG Wobbe coefficient follows the specifications applicable to the NNGTS.

2. Maximum Calorific Value (MCV): The LNG MCV should not be less than 11.16 KWh/Nm3 and greater than 12.68 KWh/Nm^3. The Operator may examine delivery to the LNG Facility of an LNG Cargo having an MCV off the above specification but within the range of 11.04 KWh/Nm^3 to 11.16 KWh/Nm^3 or between 12.68 KWh/Nm^3 and 13.2 KWh/Nm^3, as long as after mixing the above Cargo with the remaining LNG already stored in the LNG Facility tanks, the MCV value for the entire LNG is within the said specification.

3. LNG Density: The LNG density must not be less than 430 Kg/m^3 and greater than 478 Kg/m^3. The Operator may examine delivery to the LNG Facility of an LNG Cargo that is off the above specification but within the range of 420.3 Kg/m^3 to 430 Kg/m^3 or between 478 Kg/m^3 and 483.1 Kg/m^3, provided that after mixing the above-mentioned LNG Cargo with the remaining LNG already stored in the LNG Facility tanks, the LNG density value is within the above specification.

4. Molecular Weight: The LNG molecular weight should not be less than 16.52 Kg/Kmol and greater than 18.88 Kg/Kmol.

5. CH_4: The methane concentration per volume should not be less than 85 [% mole] and greater than 97 [% mole]. The Operator may examine delivery to the LNG Facility of an LNG Cargo with methane concentration off the above specification but within the range 80 to 85 mole [%] and between 97 and 99.8 mole [%], provided that after mixing the above-mentioned LNG Cargo with the remaining LNG already stored in the LNG Facility tanks, the methane concentration value for the entire LNG is within the above specification.

6. N_2: Nitrogen concentration should not be greater than 1.24 [% mole].

7. Hydrogen sulphide (H_2S): The LNG content in hydrogen sulphide should not be greater than 5 mg/Nm^3.

8. Total sulphur: The LNG content in total sulphur should not be greater than 30 mg/Nm^3.

9. The composition of heavier hydrocarbons should be within the limits set by the KMK method for LNG density calculation. The iC4 and nC4 percentage should not be greater than 4% and the iC5 and nC5 percentage should not be greater than 2%.

10. The LNG injection temperature (mean average of LNG temperature in all tanks of the LNG Ship, prior to LNG Injection) should not be greater than -158^{o}C. For LNG temperatures greater than -158^{o}C, the KMK method for the calculation of density does not apply.

ANNEX II
PROCEDURE FOR DRAFTING AND UPDATING FORMS

The Operator shall draft and publish in the Electronic Info System the forms used to apply the provisions herein. Each form shall include in particular the provisions specified in the corresponding article of the Network Code.

These forms may be revised by the Operator or upon a User's request, with RAE's prior agreement.

ANNEX III
PROCEDURES FOR NATURAL GAS SUPPLY INTERRUPTION

General

1. The Interruption Procedures are applied whenever the Operator deems necessary to reduce or interrupt Natural Gas supply at an NNGTS Entry or Exit Point, according to the provisions of the Network Code.
2. The Interruption Procedures are distinguished in the following categories:
   i. Standard Interruption Procedure at an Entry Point.
   ii. Emergency Interruption Procedure at an Entry Point.
   iii. Immediate Interruption Procedure at an Entry Point.
   iv. Interruption Procedure 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 Interruption Procedures, communication between the Operator and the Users is performed via their authorised representatives appointed in the Transmission Agreement/Interruptible Transmission Agreement. Communication is made over fax. In the event of an Immediate Interruption, there is prior telephone communication.
5. With the exception of the Immediate Interruption Procedure at an Entry Point, if the User fails to comply with Operator instructions issued in the framework of the Interruption Procedures, within the deadline set in such instructions, the Operator sends by fax to the User a Non-Compliance Message (Form J). If the User fails to comply with the Operator instructions within 60 minutes from sending the Non-Conformity Message, the Operator may decrease or interrupt the Natural Gas supply at the relevant Entry or Exit Point, according to the initial instruction.

Standard Interruption Procedure at an Entry Point

During the Standard Interruption Procedure at an NNGTS Entry Point:

1. The Operator sends to the User a Potential Interruption Message (Form D) to inform of the possibility to send an Interruption Message within the Warning Period.
2. The Warning Period begins at least after four (4) hours from sending the Potential Interruption Message and ends at a time set by the Operator. The Warning Period is extended only after sending a new Potential Interruption Message.
3. Within the Warning Period, the Operator may send to the User an Interruption Message (Form E) to inform of the Interruption Start and End Time, as well as about the deliverable Natural Gas Quantity at the specific Entry Point during the interruption period.
4. Within two (2) hours from sending the Interruption Message, the User sends to the Operator an Interruption Confirmation Message (Form I). If this deadline

expires and no action is taken, the Operator re-sends again the Interruption Message.

5. Interruption can only start at least after three (3) hours from sending the last Interruption Message.

6. The Interruption End time may be extended by sending a new Interruption Message; the Operator may use it to re-define the Natural Gas Quantity that can be delivered by the User at the particular Entry Point.

7. During the interruption effective period, the User is obliged to deliver Natural Gas at the specific Entry Point, as specified in the Interruption Message.

Emergency Interruption Procedure at an Entry Point

During the Emergency Interruption Procedure at an NNGTS Entry Point:

1. The Operator sends to the User an Emergency Interruption Message (Form F) to inform the User him of the Interruption Start and End time, as well as about the deliverable Natural Gas Quantity at the particular Entry Point over the interruption period.

2. Within one (1) hour from sending the Emergency Interruption Message, the User sends to the Operator an Interruption Confirmation Message (Form I). If this deadline expires and no action is taken, the Operator re-sends the Emergency Interruption Message.

3. Interruption can only start at least after three (3) hours from sending the last Emergency Interruption Message.

4. The Interruption End time may be extended by sending a new Emergency Interruption Message; the Operator may use it to re-define the Natural Gas Quantity that can be delivered by the User at the particular Entry Point.

5. During the interruption effective period, the User is obliged to deliver Natural Gas at the specific Entry Point, as specified in the Emergency Interruption Message.

Immediate Interruption Procedure at an Entry Point

During the Immediate Interruption Procedure at an NNGTS Entry Point:

1. The Operator informs by phone the User and then sends via fax an Immediate Interruption Message (Form G) setting the Interruption Start time and the Natural Gas Quantity that the User can deliver at the relevant Entry Point over the interruption period.

2. The interruption is in effect until the Operator sends to the User an End of Immediate Interruption Message (Form H). Until an End of Immediate Interruption Message is sent, the User is obliged to decrease delivery up to the Quantity specified in the Immediate Interruption Message.

Interruption Procedure at an Exit Point

During the Interruption Procedure at an NNGTS Exit Point:

1. The Operator sends to the User an Interruption Message for an Exit Point (Form K) to inform the User of the Interruption Start and End time, as well as the

Natural Gas Quantity to be received at the particular Exit Point over the interruption period.

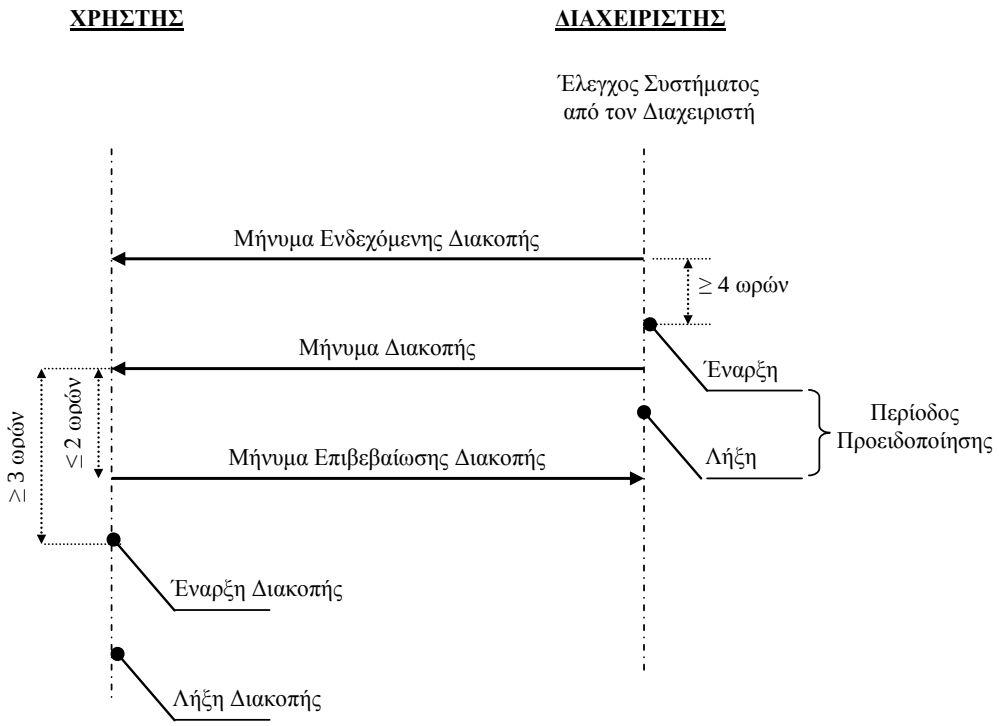
2. The Message sending time precedes the Interruption Start time by at least four (4) hours.

3. The Interruption End time may be extended by sending new Interruption Message for an Exit Point; the Operator may use it to re-define the Natural Gas Quantity that can be received by the User from the particular Exit Point.

4. During the interruption effective period, the User is obliged to receive Natural Gas at the specific Exit Point, as specified in the Interruption Message for an Exit Point.

Schematic diagram of Interruption Procedures

1. The Formal Interruption Procedure at an NNGTS Entry Point is summarised in the following figure.



(Legend)

USER OPERATOR

System Check by the Operator

Potential Interruption Message

≥ 4 hours

Interruption Message // Start // Warning Period (between the two)

≥ 3 hours //

≤ 2 hours //

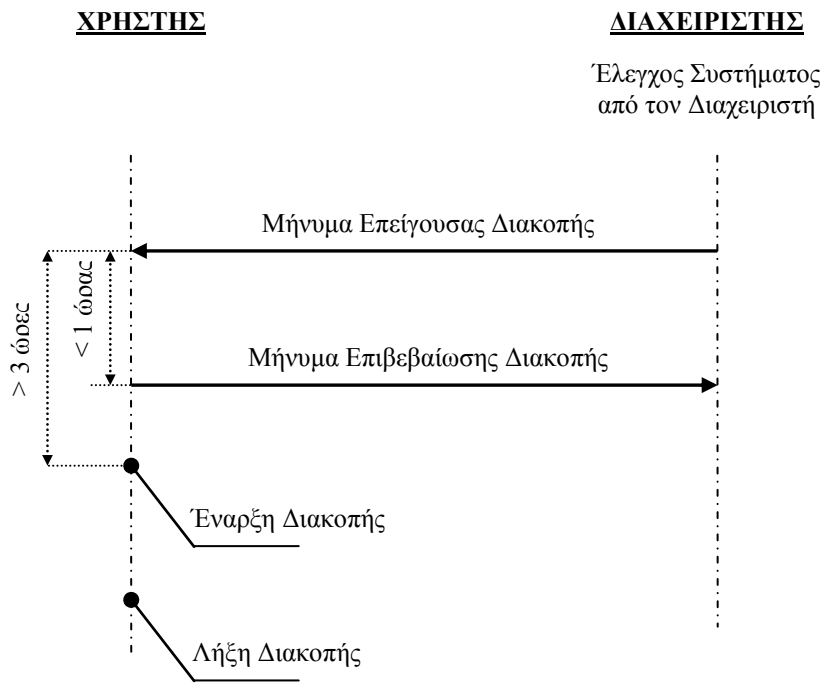
Interruption Confirmation Message //

End //

Interruption Start

Interruption End

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



Legend:

USER OPERATOR

System Check by the Operator

Emergency Interruption Message

≥ 3 hours

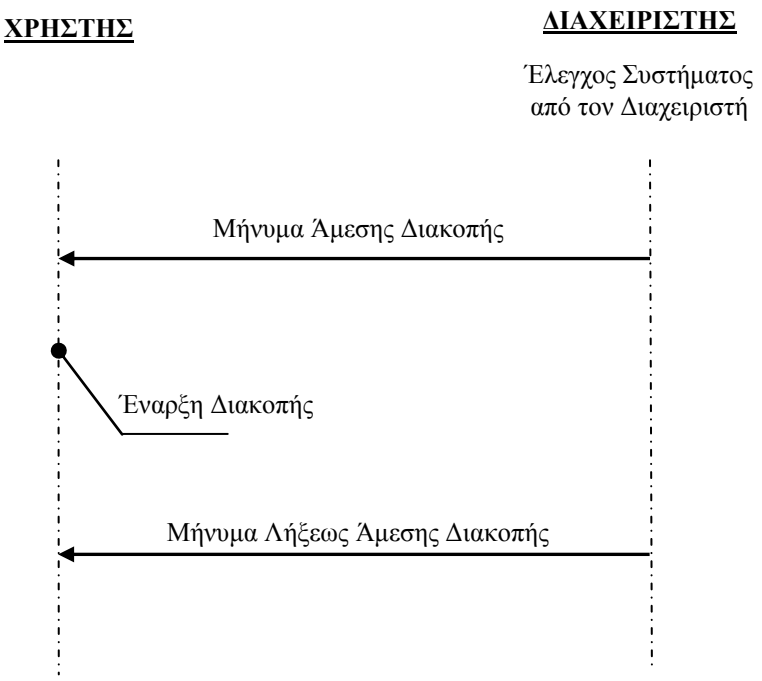
≤ 1 hour

Interruption Confirmation Message

Interruption Star

Interruption End

3. The Immediate Interruption Procedure is summarised in the following figure:



Legend:

USER OPERATOR

System Check by the Operator

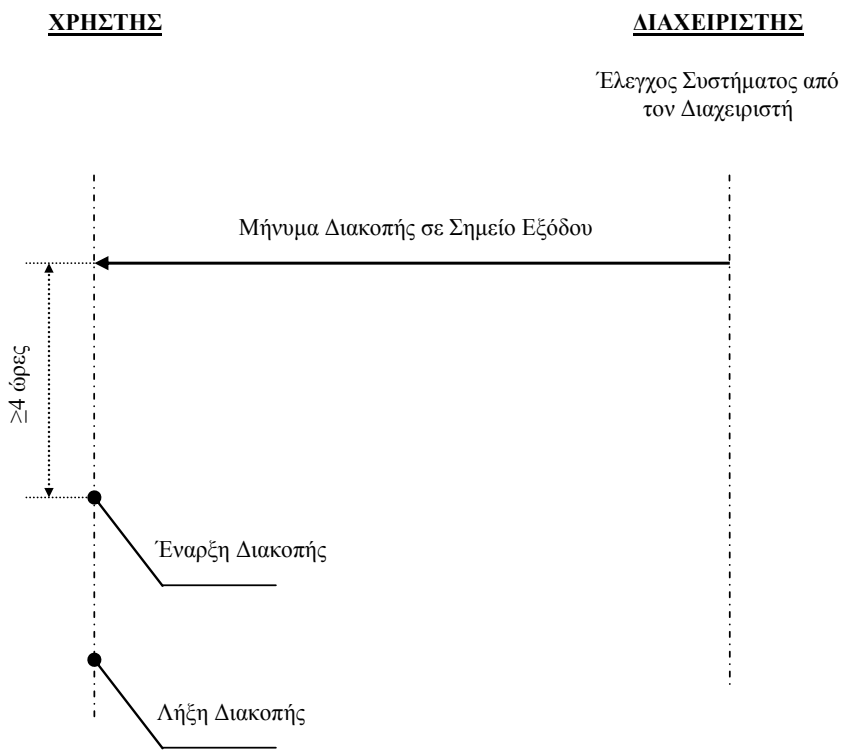
System Check by the Operator

Immediate Interruption Message

Interruption Start

End of Immediate Interruption Message

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



Legend:

USER OPERATOR

System Check by the Operator

Message for the Interruption at an Exit Point

≥ 4 hours

Interruption Start

Interruption End

INTERRUPTION PROCEDURE FORMS

[D] POTENTIAL INTERRUPTION MESSAGE
[E] INTERRUPTION MESSAGE
[F] EMERGENCY INTERRUPTION MESSAGE
[G] IMMEDIATE INTERRUPTION MESSAGE
[H] END OF IMMEDIATE INTERRUPTION MESSAGE
[I] INTERRUPTION CONFIRMATION MESSAGE
[J] NON-COMPLIANCE MESSAGE
[K] EXIT POINT INTERRUPTION MESSAGE

FORM III-2.1

[D] - Potential Interruption Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

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

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

Warning Period Start : ……..

Warning Period End : ……..

This message is valid until …….

Respectfully,

For the Operator,

…….

…….

FORM III-2.2

[E] - Interruption Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

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

START Day/Time	**END Day/Time**	**SUPPLY [m^3(n)/h]**

You are kindly invited to confirm reception of the present, as soon as possible, sending by fax the "*INTERRUPTION CONFIRMATION MESSAGE*" form.

Respectfully,

For the Operator,

…….

…….

FORM III-2.3

[F] - Emergency Interruption Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

According to the terms of Transmission Agreement no ……. and the Annexes thereto, signed between us, and due to emergency circumstances [specify if possible], we hereby request that you take all actions necessary in order to adjust Natural Gas delivery at Entry Point ….., in accordance with the values listed in the following table:

START Day/Time	**END Day/Time**	**SUPPLY [m^3(n)/h]**

You are kindly invited to confirm reception of the present, as soon as possible, sending by fax the "*INTERRUPTION CONFIRMATION MESSAGE*" form.

Respectfully,

For the Operator,

…….

…….

FORM III-2.4

[G] - Immediate Interruption Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

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

START Day/Time	**END Day/Time**	**SUPPLY [m^3(n)/h]**

This "*IMMEDIATE INTERRUPTION MESSAGE*" will remain in effect until you receive an "*END OF IMMEDIATE INTERRUPTION MESSAGE*".

Respectfully,

For the Operator,

…….
…….

FORM III-2.5

[H] - End of Immediate Interruption Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

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

Respectfully,

For the Operator,

…….

…….

FORM III-2.6

[I] - Interruption Confirmation Message

To :	Operator	**From :**	*USER TRADE NAME*
Attn :	*CONTACT PERSON for the Operator*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*Operator FAX No.*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*USER REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

With regard to the *"INTERRUPTION MESSAGE"/"EMERGENCY INTERRUPTION MESSAGE"/"IMMEDIATE INTERRUPTION MESSAGE"* Reference No …., sent to us on DATE/TIME, the Natural Gas quantities delivered at Entry Point ….. will be adjusted as per the values listed in the following table.

START Day/Time	**STOP Day/Time**	**SUPPLY [Nm^3/ Hour]**

Respectfully,

NAME OF REPRESENTATIVE

FORM III-2.7

[J] - Non-Compliance Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

As per the "*INTERRUPTION MESSAGE"/"EMERGENCY INTERRUPTION MESSAGE"/"DIRECT INTERRUPTION MESSAGE*" Reference No ….., sent to you on DATE/TIME, we requested that you take all actions necessary in order to adjust Natural Gas deliveries at Entry Point ……, according to the values listed in the following table.

START Day/Time	**STOP Day/Time**	**CAPACITY [Nm^3/ Hour]**

If your deliveries were not adjusted, as they should have, in accordance with the above table, we hereby request that you take all actions necessary as soon as possible and to confirm that you have done so sending the "*INTERRUPTION CONFIRMATION MESSAGE*" form by fax.

If you do not proceed to the regulation of your supply, as per the above, within 60 minutes from reception of this document, the Operator will interrupt your supply to the NNGTS, as per the Operator's authority in accordance with the terms of the Transmission Agreement signed between us, including the Annexes thereto.

Respectfully,

For the Operator,

…….

…….

FORM III-2.8

[K] - Exit Point Interruption Message

To :	*USER TRADE NAME*	**From :**	Operator
Attn :	*NAME OF REPRESENTATIVE*	**CC :**	*NAMES OR TRADE NAMES FOR MESSAGE COMMUNICATION*
Fax :	*FAX No. OF REPRESENTATIVE*	**Pages :**	1
Date :	*SENT DATE*	**Time :**	*SENT TIME*
Ref. No. :	*OPERATOR REFERENCE No.*	**Re :**	*DOCUMENTS RELEVANT TO THE PRESENT*

Dear Sirs,

With reference to the terms of the Transmission Agreement, number ….and the Annexes thereto, signed between us, we hereby request that you kindly adjust Natural Gas reception at Exit Point …., as per the data listed in the following table:

EXIT POINT	***Meter Number***	***Start***		***End***		***Supply***
		Date	***Time***	***Date***	***Time***	***[Nm^3/ Hour]***

The reasons necessitating the above adjustment are the following:

……
……
……

Respectfully,

For the Operator,

……

……