

**DATED**

**20[◆]**

**(1) ICGB AD**

**- and -**

**(2) [EXEMPTED NETWORK USER]**

**AMENDMENT AGREEMENT**

relating to

a Gas Transportation Agreement dated  
[◆ ] 20[◆] in relation to  
the transportation of natural gas through the  
Interconnector Greece - Bulgaria

THIS AMENDMENT AGREEMENT is made on

20[◆]

**BETWEEN:**

- (1) [ICGB AD a company existing under the laws of the Republic of Bulgaria, having its registered address at 13 Veslets Street, 1000 Sofia, Bulgaria, registered in the Commercial Register at the Registry Agency under the number UIC 201383265, with the seat and management address at 13 Veslets Street, 2nd floor, Sofia 1000, Republic of Bulgaria, VAT no. BG201383265 ("ICGB"); and
- (2) [◆ ], a company existing under the laws of [◆ ], having its registered address at [◆ ], registered with [◆] under the number [◆], VAT no. [◆ ] (the "Network User").

**BACKGROUND:**

- A This Amendment Agreement is supplemental to the gas transportation agreement dated [◆ ] 20[◆] and made between ICGB and the Network User (the "Original GTA").
- A The Parties have agreed, subject to the terms of this Amendment Agreement, to make certain amendments to the Original GTA.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Incorporation of defined terms and construction**

- (a) Unless a contrary indication appears, terms defined in, or construed for the purposes of, the Original GTA have the same meanings when used in this Amendment Agreement (unless the same are otherwise defined in this Amendment Agreement).
- (b) The principles of construction as set out in clause 1 of Schedule 1 (*Definitions and Interpretation*) of the Original GTA shall have effect as though they were set out in full in this Amendment Agreement.

**1.2 Continuing obligations**

Subject to the provisions of this Amendment Agreement:

- (a) the Original GTA shall remain in full force and effect;
- (b) the Original GTA shall be read and construed as one document with this Amendment Agreement; and
- (c) save as expressly provided in this Amendment Agreement, nothing in this Amendment Agreement shall constitute a waiver or release of any right or remedy of a Party under the Original GTA, nor otherwise prejudice any right or remedy of a Party under the Original GTA.

## **2. RESTATEMENT**

With effect from the date of this Amendment Agreement, the Original GTA shall be amended in accordance with Schedule 1 (*Amendments*).

## **3. REPRESENTATIONS**

Each of the Parties represents and warrants that:

- (a) it is authorised to execute this Amendment Agreement; and
- (b) it is authorised to make the representations and warranties as provided in clause 30 **Error! Reference source not found.**

## **4. FURTHER ASSURANCE**

Each Party shall, at the request of the other Party and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Amendment Agreement.

## **5. COSTS AND EXPENSES**

Each Party shall bear all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Amendment Agreement.

## **6. MISCELLANEOUS**

### **6.1 Incorporation of terms**

The provisions of clauses 10 (*Notices*), 12 (*Confidentiality*), 13 (*Governing Law and Dispute Resolution*), 14.6 and 14.7 of the Original GTA shall apply to this Amendment Agreement as if set out in full in this Amendment Agreement and as if references in those clauses to "*this GTA*" are references to this Amendment Agreement.

### **6.2 Counterparts**

This Amendment Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Amendment Agreement.

### **6.3 Third party rights**

A person who is not a party to this Amendment Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Amendment Agreement.

This Amendment Agreement has been entered into on the date stated at the beginning of this Amendment Agreement.

## SCHEDULE 1: AMENDMENTS

The Original GTA will be amended as follows:

- (a) in sub-clause [3.1], the wording “*provided that applicable Credit Support requirements*” will be amended to read: “*provided that applicable Network User Credit Support requirements*”;
- (b) sub-clause [6.2.5(d)] will be deleted in its entirety (and subsequent sub-clauses will be re-numbered accordingly);
- (c) in sub-clause [7.1.2], the wording:

“**MNC<sub>n</sub>**: means the total Monthly Reserved Capacity in the “n<sup>th</sup>” Month expressed in kWh according to Final Allocation determined pursuant to Article 16.9 of the INC;

**ENT<sub>FFF</sub>** and **EXT<sub>FFF</sub>**: mean the Transmission Tariffs for Firm Forward Flow (FFF) according to articles 4.1 and 5.1 of Annex A of the INC, expressed in €/kWh;”

will be amended to read as follows:

“**MNC<sub>n</sub>**: means the total Monthly Reserved Capacity in the “n<sup>th</sup>” Month expressed in kWh/D/T according to Final Allocation determined pursuant to Article 16.8 of the INC;

**ENT<sub>FFF</sub>** and **EXT<sub>FFF</sub>**: mean the Transmission Tariffs for Firm Forward Flow (FFF) according to articles 4, 5 and 7 of Annex A of the INC, expressed in €/kWh/D/T;”

- (d) sub-clause [7.1.3] will be amended to read as follows:

“One twelfth (1/12) of the value of the Annual Reserved Capacity reserved shall be payable each Month at the current tariff.”;
- (e) sub-clause [7.1.4] shall be deleted in its entirety;
- (f) clause [8] (*Annual Ship-or-Pay Payment*) will be deleted in its entirety (and all subsequent clauses and sub-clauses will be re-numbered accordingly);
- (g) in sub-clause [9.1] (as re-numbered hereunder), the wording “shall provide the Credit Support” will be amended to read: “shall provide the Network User Credit Support”;
- (h) a new clause [11] (*Early Termination*) will be inserted after the re-numbered clause 10 (*Notices*) to read as follows (and the subsequent clauses and sub-clauses will be renumbered accordingly):

## “11 EARLY TERMINATION

11.1 In addition to the termination reasons set out in Article 25 of the INC, this GTA may also be terminated in the following cases:

11.1.1 by the Parties having entered into a new or restated gas transportation agreement related to the Annual Reserved Capacity that supersedes this GTA and such new or restated gas transportation agreement being in full force and effect; or

11.1.2 by the Parties' mutual agreement, at any time; or

11.1.3 by the ICGB, at any time, by giving to the Network User not less than one (1) month's written notice, if, upon the ICGB having performed compliance check on the Network User, which check may be undertaken by the ICGB from time to time, the ICGB established that the Network User does not comply with the requirements set out in the "*Rules on access to gas transmission and/or gas distribution network and to the gas storage facilities for natural gas*" of the Republic of Bulgaria in any replacement or additional rules or regulations having the same or similar scope, as such may exist from time to time.”;

- (i) the definition of "**Construction Start Decision**" in SCHEDULE 1 (*Definitions and Interpretation*) will be deleted in its entirety;
- (j) the definition of "**First Window Period**" in SCHEDULE 1 (*Definitions and Interpretation*) will be deleted in its entirety;
- (k) the definition of "**Second Window Period**" in SCHEDULE 1 (*Definitions and Interpretation*) will be deleted in its entirety;
- (l) the definition of "**Transmission Period**" in SCHEDULE 1 (*Definitions and Interpretation*) will be amended to read as follows:

“**Transmission Period**" means the period of performance of the Transmission Services under this GTA that, subject to the GTA having entered into force in accordance with clause 3.1 of this GTA and the occurrence of the COD in accordance with SCHEDULE 3 (*Commercial Operation Date (COD)*), starts at the moment of commencement of the first (1<sup>st</sup>) Gas Day of the first (1<sup>st</sup>) Year in relation to which the Annual Reserved Capacity has been reserved by the Network User and ends at the last moment of the Gas Day falling on [date from the Original GTA] or on any other date that may be agreed in writing by the Parties ("**Expiry Date**").”;

- (m) Section 1 (*targeted COD and first window period*) and Section 2 (*Notice to Network Users of Second Window Period*) of SCHEDULE 3 (*Commercial Operation Date (COD)*) will be deleted in their entirety and replaced with the following wording of Section 1 (*COD*) (and the subsequent sections will be re-numbered):

### “Section 1: COD

The COD shall occur on the later of: (a) 1 July 2022, and (b) 1 October 2022, *provided that*, by 1 June 2022, ICGB notified all Exempted Users that have entered into a GTA with ICGB of such date being COD.”;

and

- (n) the re-numbered Section 2 (*Unavailability of Transmission Services at COD*) of SCHEDULE 3 (*Commercial Operation Date (COD)*) will be amended to read as follows:

**“Section 2: Unavailability of Transmission Services at COD**

If the Transmission Services are not, or are only partly, available on the COD (other than due to a Force Majeure Event), the Exempted Network User shall be relieved of its obligation to pay the Monthly Fee, *pro rata* for the duration of such unavailability.”

**EXECUTION PAGE**

**ICGB**

Signed by \_\_\_\_\_ for )  
and on behalf of **ICGB AD** )

Signature \_\_\_\_\_

**NETWORK USER**

Signed by \_\_\_\_\_ for )  
and on behalf of [*EXEMPTED NETWORK* )  
*USER*]

Signature \_\_\_\_\_