

NOMINATION OPERATING PROCEDURES

APPLICABLE TO CRTSA V5.0

Note: Defined terms used herein and not specifically defined in this Nomination Operating Procedures shall have the same meaning as given to them in the Capacity Reservation and Transit Services Agreement (including the General Conditions, which are included in Attachment 2 as integral part of the Capacity Reservation and Transit Services Agreement).

1. Every communication between Carrier and Shipper regarding the transit programs set forth in this Nomination Operating Procedures (each a “**Program**”) shall be performed using the web-based interface GFMLite (“**GFMLite**”), made available by Carrier and described in the Shipper Manual. In case of any inconsistencies between these Nomination Operating Procedures and the Shipper Manual, the former shall prevail. Shipper is also entitled to request Carrier to activate the Edigas standard messaging (“**Edigas**”) for nominating.

2. Shipper shall nominate the quantities of Natural Gas to be transported through the Pipeline System by transmitting to Carrier the Programs in accordance with the operation procedures set forth in the Shipper Manual and these Nomination Operating Procedures.

The Program shall indicate the quantities (expressed in kWh) of Natural Gas to be transported through the Pipeline System for each hour of the balance of the Day or for one or more full Days, within the limits of the Committed Capacity in accordance with the provision of article 5 and 6 of this Nomination Operating Procedures.

Carrier shall confirm the Program, or indicate an Alternative Transit Program.

3. Shipper undertakes that:

(i) any Program notified to Carrier at the Delivery Point shall at any time be consistent with the program notified by Shipper, or by any third party (or parties) delivering Natural Gas to Shipper at the same Delivery Point, to the operator of the upstream gas transit system for redelivery at the same Delivery Point;

(ii) at the same time, according to the provisions set forth in GC 5, the same Program shall be consistent with the program(s) to be notified by Shipper, or by any third party (or parties) taking delivery of Natural Gas from Shipper at the Redelivery Point, to the operator of the downstream gas transit system for delivery at the Redelivery Point; and

(iii) any Program notified by Carrier to Shipper shall be at any time consistent with the programs to be notified by Shipper or by any third party (or parties) to the operator of the upstream transit system for delivery at the Delivery Point and to the operator of the downstream transit system for redelivery at the Redelivery Point.

4. For the purpose of matching upstream and downstream nominations, any Program notified by Shipper shall guarantee the traceability of all Natural Gas title transfers that might occur at the Delivery Point and/or Redelivery Point by specifying for each nominated quantity the code(s) of the shipper(s) having an agreement with the upstream and/or downstream gas transit system operator.

At any time, in case of mismatches at the Delivery Point or Redelivery Point between:

(i) the Program received by Carrier from Shipper for delivery at the Delivery Point or the Program received by Shipper from Carrier, as the case may be; and

(ii) any of the Programs received by the operator of the upstream gas transit system at the Delivery Point or by the operator of the downstream gas transit system at the Redelivery Point, respectively for delivery from Shipper to Carrier at the Delivery Point or for redelivery from Carrier at the Redelivery Point, whether it is known to Carrier or not;

the following shall apply:

(a) Carrier shall have the right to ask Shipper to re-nominate at the Delivery Point;

- (b) if Shipper does not re-nominate within the permitted 2 hour before delivery lead time after it has received Carrier's notice, Carrier, without prejudice to any other remedy available, reserves the right to set the Program made by Shipper to the lowest value (at an hourly level). For avoidance of any doubt, Shipper acknowledges that Carrier reserves the right to agree directly with the upstream/downstream operator the most appropriate way of settling said mismatch in case it occurs after the above mentioned deadline for re-nomination. Carrier shall promptly notify Shipper through the system of the result of such settlement; and

Shipper shall indemnify Carrier from and against any loss, damage and cost incurred in the attempt of fulfilling the Program notified by Shipper to Carrier, regardless of any action undertaken by Carrier in case of mismatches pursuant to this section 4.

The performance of any other transit service through the Pipeline System shall be in no case affected by any such mismatch. Shipper acknowledges and agrees that Carrier shall be entitled to take any and all technical measures available to it to prevent any possible mismatch of nominations.

5. **Deadline for Day Ahead Nomination**

In accordance with the operating procedure set forth in the Shipper Manual, Shipper shall transmit to Carrier a Program expressed as daily nomination (the "**Daily Initial Day Ahead Nomination**") valid for a given Day ("**Dayi**") not later than 14:00 of the preceding Day ("**Dayi-1**"), expressed as follows:

- A daily value which will be split by GFMLite in 24 uniform hourly values (or the remaining hours in case of the balance of the Day).
- 24 (or 23 or 25 as the case may be) potentially profiled hourly values for the Day (or for the remaining hours in case of the balance of the Day) in case the Committed Capacity allows for Within-Day Renomination as defined at article 6 of these Nomination Operating Procedures.
- 24 (or 23 or 25 as the case may be) flat hourly values for the Day in case the Committed Capacity does not allow for Within-Day Renomination.

By 19:00 of Dayi-1, Shipper may update its Daily Initial Day Ahead Nomination for the Dayi by transmitting to Carrier a revised transportation Program ("**Daily Final Day Ahead Nomination**")

If Shipper does not update its Daily Initial Day Ahead Nomination, the Daily Final Day Ahead Nomination will be equal to the Daily Initial Day Ahead Nomination.

In the event Shipper has not submitted neither a Daily Initial Day Ahead Nomination nor a Daily Final Day Ahead Nomination, no Natural Gas will be transported on the relevant Dayi.

Provided that Shipper has submitted, for the Dayi, a Daily Final Day Ahead Nomination in accordance with the terms of this Nomination Operating Procedures, Carrier shall:

- (i) either confirm the acceptance of the Daily Final Day Ahead Nomination to Shipper by transmitting not later than 5:00 of the Dayi-1 a confirmed Daily Nomination (a "**Confirmed Daily Nomination**"), which shall be considered the Daily transit Program (the "**Daily Transit Program**"); or,
- (ii) reject the Daily Final Day ahead Nomination and submit to Shipper an Alternative Transit Program not later than 5:00 of the Dayi-1.

6. **Deadline for Within-Day Renomination**

Where allowed under the Agreement, Shipper may submit a revised transportation Program after 19:00 Dayi-1 ("**Within-Day Renomination**"). Within-Day Renomination will only be accepted by Carrier for flows which start no earlier than 2 (two) hours after the 1 (one) hour window (the "**Renomination Window**") during which Shipper submitted such Within-Day Renomination.

Provided that Shipper has submitted, for the Dayi, a Within-Day Renomination in accordance with the terms of this Nomination Operating Procedures, Carrier shall:

- (i) either confirm the acceptance of the Within-Day Renomination to Shipper by transmitting not later than 1 (one) hour before the start of the Within-Day Renomination a revised confirmed

Daily Nomination (“**Revised Confirmed Daily Nomination**”) which shall be considered the revised Daily transit Program (“**Revised Daily Transit Program**”) or,

- (ii) reject the Within-Day Renomination and submit to Shipper an Alternative Transit Program not later than 1 (one) hour before the start of the Alternative Transit Program.

7. Alternative Transit Program

In any case, if Carrier is not able for any reason as per the Agreement to fulfil a Program, Carrier is entitled to submit to Shipper through the system, not later than one (1) hour before the start of the relevant flows, an alternative transit program (the “**Alternative Transit Program**”). In case the Alternative Transit Program submitted by Carrier is not rejected by Shipper by submitting to Carrier in writing a refusal of the Alternative Transit Program within 30 (thirty) minutes after receipt of the Alternative Transit Program, such Alternative Transit Program shall be considered as the new Program. No Transit Services will be performed if Shipper rejects the Alternative Transit Program.