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NATIONAL COMMISSION ON MARKETS AND COMPETITION

Resolution of 15 April 2020 of the National Commission on Markets and Competition, approving the framework agreement for access to gas system facilities.

APPENDIX II

Document of adhesion to the framework agreement for access to Spanish gas system facilities

In Madrid, [ddmmyyyy]

BY AND BETWEEN

Party of the first part, Enagás GTS, S.A.U., the technical manager of the gas system (hereafter, the “technical manager of the system”), with registered office at Paseo de los Olmos, 19, 28005 Madrid and holder of Corporate Tax Code A-86484292, filed with the Mercantile Registry of Madrid, in volume 30118, folio 1, section 8, sheet M-542142, represented here by [] pursuant to the power of attorney executed before the notary public of [place], [name of notary public] on [date], under his record number [].

And party of the second part, the subject of the gas system (as user/operator of infrastructures(1)) [], with registered address

at [], folio [], sheet [], represented here by

[], as substantiated through a deed

executed in before the notary public of [place], [name of notary public],

on [date], under his record number [].

(1) Complete as appropriate: operators/managers of regasification plants, operators/managers of underground storage facilities, operators/managers of transmission networks, operators/managers of facilities of international gas pipeline connections with Europe, gas distributors, shipper, direct consumer.

DO HEREBY DECLARE

In accordance with Article 4 of CNMC Circular 8/2019, of 12 July, in order to participate in capacity allocation procedures, subjects with access rights must have previously signed, through the capacity request and contracting platform managed by the technical manager of the system, the framework access agreement in force. Therefore, in accordance with clause three of the framework agreement approved by Resolution of the National Commission on Markets and Competition on [date], the technical manager of the system and the operator or user have decided to sign this document of adhesion to the aforementioned framework agreement, in accordance with the following

CLAUSES

1. Purpose. The purpose of this document is to enable the subject of the gas system to adhere to the framework agreement to access the gas system facilities, and the acceptance thereof by the technical manager of the system. Adhesion to the framework agreement shall be effective between all parties that have adhered to it. The signing of the document of adhesion will also have the effects provided for in section five of Circular 3/2017, as regards the signing of a framework agreement with the interconnection operator on the Spanish side.

2. Framework agreement acceptance and adhesion. The subject of the gas system hereby declares that it is aware of and freely, unconditionally and irrevocably accepts the terms and conditions established in the framework agreement for access to the facilities of the gas system, approved by CNMC Resolution of 15 April 2020, and that it undertakes to comply with these unreservedly and unconditionally and with no restrictions.

In particular, and without prejudice to any other obligations that could correspond to the subject of the gas system pursuant to the provisions set out in applicable regulations, the subject of the gas system declares that it is aware of and agrees to fulfil the clauses set out

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in the framework agreement, the obligations established regarding the guarantees, the settlement, billing, collection and payment processes of items related to the procurement of access, as well as the respective administrative and tax obligations as a consequence of contracting capacity.

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The infrastructures operator cannot set additional conditions to access or require the inclusion of additional clauses that are not covered by standardised templates.

Also, the subject of the gas system hereby declares its willingness to abide by all provisions of prevailing legislation governing the procurement of access, as well as any future modification which may be made in the regulation of the framework agreement.

By signing this document, the technical manager of the system expressly accepts the adhesion of the subject of the gas system to the foregoing framework agreement.

In the event of any discrepancy between the provisions of the framework agreement and current legislation, the latter shall prevail.

3. Access contracting platforms. Access services shall be contracted through the online capacity contracting platforms referred to in CNMC Circular 8/2019 and CNMC Circular 3/2017, and in accordance with the applicable capacity allocation and contracting procedures, in accordance with the regulations in force, including, where applicable, implicit capacity allocation processes.

Facility operators must offer their available capacity on this platform and recognise the capacity rights contracted via the same.

Each request for acquisition of capacity entered shall be subject to the procedures for validating guarantees set out in prevailing regulations, and shall represent a binding commitment for the parties to purchase the product in question.

Procurement resulting in addenda to the framework agreement shall be concluded at the time of appeal in cases where capacity allocation is performed through auction procedures, or capacity allocation in the remaining procedures. The agreements concluded shall be final and binding upon the parties, throughout the contracted period, and they must pay the operator of the contracted capacity all the tolls, fees and charges that apply in accordance with current regulations, even in the case of non-utilisation of capacity.

4. Communications. Communications between the parties relating to the agreement shall be notified through the online trading platform referred to in CNMC Circular 8/2019 and CNMC Circular 3/2017, which shall permit the electronic signature, and in accordance with the provisions of the current regulations applicable.

In exceptional cases and on justified grounds, communications between the parties shall be given by other means and shall be deemed duly issued if it can be proved they were sent in person or by post, fax, registered fax or email to the following addresses:

Enagás GTS, S.A.U.
Paseo de los Olmos, 19.
28005 Madrid (Spain)

For the attention of:

Email:.....

..... (subject of the gas system)

..... (address)

For the attention of:

Email:.....

Any change to the above details shall be notified to the other party in writing and immediately, in the manner set out herein.

In Madrid, [ddmmyyyy]