

GUIDE ON ACCESING THE GUARANTEES MANAGER

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1. INTRODUCCIÓN

This Guide on Accessing the Guarantees Manager, describes the steps to be taken for acquiring the status of Guarantees Account User in the Guarantees Manager of the Gas System.

In addition, for the purpose of drafting a standardised set of documents to facilitate their consultation and avoid delays in the processes to be undertaken before the Guarantees Manager, a series of templates have been provided as Annexes that include, amongst others, the types of powers of attorney and the authorisations to be granted by the Guarantees Account Users.

2. REQUIREMENTS FOR THE ACQUISITION OF THE STATUS OF GUARANTEES ACCOUNT USER

As laid down in the Rules for Managing Guarantees in the Gas System (NGGSG), a Guarantees Account User is any legal entity that having signed the Document of Acceptation and Adhesion to the NGGSG, is associated to a Guarantees Account.

The status of Guarantees Account User involves fulfilling the following requirements:

- » Have expressly adhered to the rules and conditions on operation through the subscription of the corresponding Document of Acceptance and Adhesion to the Rules for Managing Guarantees in the Gas System
- » Have provided the sundry operation data associated to their involvement in the Gas System, as well as all the necessary information for the processes of formalizing and allocating guarantees, as described in this guide.

This last requirement shall be mainly through an electronic procedure that basically consists of two stages:

1. The first stage is undertaken through the MIBGAS public website (<https://www.mibgas.es/>), by submitting the required data on a form, which is to provide the general details on an applicant seeking to acquire the status of Guarantees Account User.
2. The second stage is undertaken through the Guarantee Management Platform (<https://www.market.mibgas.es>), which is accessed solely by means of an electronic certificate, which requires detailed information from the applicant for its participation in the Guarantees Manager. This second stage involves several parallel processes in which an applicant is informed electronically of its progress in each one of them.

Some of the steps in this electronic procedure require the delivery of additional documents on paper.

3. REGISTRATION PROCESS FOR GUARANTEES ACCOUNT USERS

3.1 Submitting general information via the public website

In order to launch the required process for adhering to the Guarantees Manager, an applicant is to complete the Guarantees Account User form, which is available on the MIBGAS public website (<http://www.mibgas.es> > Guarantees Manager > Become a Guarantee User).

All the fields marked as required are to be completed on that form.

These fields are:

Company data

- » Company name
- » Tax Number (Código de Identificación Fiscal in Spanish)
- » Energy Identification Code (EIC)

Attorney's data

- » Name
- » Surname
- » Second surname (optional)
- » ID/Passport
- » Contact phone number
- » Mobile phone (optional)
- » Contact e-mail

Registration profile, with the following options:

- » Market Agent: for registration, not only as Guarantees Account User in the Guarantees Manager, but also for the participation in the Organized Gas Market.
- » Guarantees Account User: for register exclusively as a Guarantees Account User in the Guarantees Manager.

Manner of operation in the market

This dropdown will only be enabled if the option "Market Agent" is chosen as a registration profile. In this case, the options will be:

- » Agent: When the Agent acts in its own name, being entitled in turn to act on behalf of other Agents.
- » Delegated Entity: A legal entity that is not an Agent and which will act in the name of a delegating agent.
- » Delegating Agent: When the Agent acts through a delegated legal entity.

Data for delivering the certificate

- » E-mail for delivering the software certificate.
- » E-mail for delivering the PIN for the software certificate.

Once completed, click on the button Send Application

Besides completing the form, each applicant is to send MIBGAS the following documents on paper:

- » Copy of the document that specifies the tax number (Número de Identificación Fiscal – N.I.F.) of the entity applying to become a Guarantees Account User, issued by the Tax Authorities (Agencia Tributaria in Spain).
- » Copy of the identity card or passport of the signatory of the application, who is to have sufficient powers to perform all those acts and sign all those documents required for the full adhesion to the Guarantees Manager of the applicant.
- » A power of attorney duly notarised and legalized for the person acting on the entity's behalf that is to contain sufficient powers to perform all those acts and sign all those documents required for the full adhesion to the Guarantees Manager of the applicant, or their clients.

These powers shall be valid for MIBGAS if they involve:

- » Powers according to the content featured in this guide (Template I in Annex I).
- » General and sufficient powers of attorney, with no limit on their scope and granted on a joint and several basis.

Template I in Annex I to this document provides a template of the deed that may be used for the powers of attorney granted by an applicant entity.

These powers, although they need to be submitted as a photocopy, may be sent beforehand in PDF format to the following e-mail address usuarios@mibgas.es, for their official acceptance as fit for purpose.

Once the documents have been presented and accepted, MIBGAS shall proceed to generate a personal electronic certificate for access to Guarantees Manager Platform, in the name of the person who has been authorised to conduct the administrative procedures. This certificate shall be provided on a software format.

This software certificate shall be sent together with the items and information required for its use, to the address specified on the form, to the attention of the corresponding Attorney. At the same time as the software certificate is sent, an e-mail shall be delivered with the password for downloading the software certificate (PIN) to the e-mail address specified on the form.

3.2 Delivery of detailed information via the Guarantee Management Platform

As of that moment, and in order to provide MIBGAS with all the data associated to participation in the market, use is to be made of the Guarantees Manager Platform, which is accessible from MIBGAS website (<https://www.market.mibgas.es>).

In the welcome page, there are two buttons to allow access to the Guarantees Management Platform and the Organized Gas Market Platform, respectively.

Access to this system requires the use of the software certificate provided to confirm the identity of the person and allow the insertion or modification of the data associated securely.

The following are the data that need to be inserted via the and Guarantees Management Platform:

- » General information on the Guarantees Account User: company name, tax number or equivalent, legal address and invoicing address.

Registry > Modify reference data > Basic details

- » Contact persons, with contact phone numbers and e-mail addresses.

Registry > Modify reference data > Contact persons

- » Bank Account, with its corresponding detail.

Registry > Modify reference data > Bank account

- » Guarantees Account: as part of the registration process, the Guarantees Manager shall open a Guarantees Account held by the User. Through the Guarantees Management Platform, the User may confirm its association to said Account, becoming its owner.

Registry > Modify reference data > Guarantees Account AssociationA: See and Confirm

- » Generation of the Document of Acceptance and Adhesion to the Rules for Managing Guarantees in the Gas System: It is to be generated within the Guarantees Management Platform, the Document of Adhesion to the Guarantees Management Rules, by using the software certificate.

Registry > Register status > General register status > Acceptance and Adhesion (access is by right-clicking on the agent's record).

An Agent may not generate its Document of Adhesion until its general information has been processed.

This shall lead to the creation of a Word file that contains the Adhesion Contract, whereby **one copy** of the file is to be printed and all its pages endorsed. Once the copy has been signed, it is to be sent to MIBGAS. The subscription of the Document of Adhesion “per se” does not mean that the status of Guarantees Account User has been granted, as it is simply another requirement to be fulfilled during the process of accessing the Guarantees Manager.

The signing of the contract may also be done through a digital signature.

In this case, the signature must be such that it can be validated through the Valid-e application, at the following link, or another official application for certificates issued by certification bodies in the European Union: <https://validate.redsara.es/valide/validarFirma/ejecutar.html>

The electronically signed contract will be sent by email to usuarios@mibgas.es.

On a transitional basis, and to facilitate rapid processing of documentation for potential Guarantees Account Users, the template of the Document of Adhesion is provided in Annex III.

3.3 Completion of the access process

Once all the information received via the electronic forms has been verified, and likewise the documents on paper have also been received and verified, MIBGAS shall declare the process completed, with granting of the status of Guarantees Account User.

4. ADDITIONAL INFORMATION

4.1. Sharing information with MIBGAS

As described in the preceding chapter, the information to be shared with MIBGAS during the adhesion process and the provision of the data associated to participation in the Guarantees Manager shall be delivered through the Guarantees Management Platform. In addition to this Access Guide, the application has help manuals for facilitating the introduction of data.

Nevertheless, if any further assistance is required during the adhesion process or the completion of forms, please contact MIBGAS via e-mail at usuarios@mibgas.es.

Any documents on paper that are required to be sent to the following postal address:

MIBGAS, S.A.

Att: Alta de Usuarios de Cuenta de Garantías (Registration of Guarantees Account Users)

Calle Alfonso XI, 6, 5ª planta

28014 Madrid

4.2 Applicable legislation

A detail of the basic legislation applicable is available on the MIBGAS website: <http://www.mibgas.es>

4.3 IT Systems

The MIBGAS public website contains the “Workstation Setup Guide for Accessing the Guarantee Management Platform” which describes the requirements a client workstation needs to fulfil for logging onto the Guarantees Management Platform, as well as the necessary steps to be taken to properly set up and begin using the Guarantees Management Platform.

The main tools required for using the Guarantees Management Platform website, whose required specifications and versions are listed in the Guide, are as follows:

- » Hardware: PC or laptop, with suitable processing and memory specifications
- » Windows Operating System
- » Microsoft Edge (32-bit versions)
- » Java Virtual Machine (32 bits)
- » Digital certificates

4.4 Software and Documents for Accessing the Guarantee Management Platform

Once the application for registering as Guarantee User Account has been submitted through the public website, and when an access certificate has been requested for the company’s Attorney, MIBGAS shall provide the prospective User with the necessary means for downloading the certificate.

Access is also to be provided to the website with the necessary documents and software for installing and setting up the workstation for accessing the Guarantee Management Platform.

4.5 Process for requesting additional certificates

Additional certificates may be requested for operating in the Guarantees Manager.

In order to request these certificates, and provided that the template of Powers of Attorney contained in this Access Guide has been used, all that is needed for their issue is a simple written request or an electronic request from the Attorney. Otherwise, the request must be accompanied with valid and sufficient powers.

In the request for additional certificates, the following profiles can be distinguished:

- » "No Access" profile: does not allow access to the Guarantees Manager Platform.
- » "Update" profile: allows the access and modification of the Guarantees Account User's information in the Guarantees Manager Platform, except for the modification of the bank account and the management of certificates, which can only be done if the certificate is also an attorney certificate.
- » "Query" profile: allows access to the Guarantees Manager Platform, but not allows the modification of the Guarantees Account User's information.

Registry > Security Certificate maintenance > New Certificate

5. FORMALIZATION AND ASIGNATION OF GUARANTEES

5.1. Applications of formalization and asignment of guarantees

Guarantees Account Users must request the registration, cancellation or modification of guarantees as well as the modification of the amount of the guarantees assigned to the Assignment Accounts of each one of the activities via the "Guarantee Management" menu of the Guarantees Management Platform.

Said requests will be verified, accepted or rejected by the Guarantees Manager; however, the Guarantees Manager may consult with re-gasification plant operators, the System Technical Manager or the Market Operator before making a decision.

Confirmation of the acceptance of requests will be received through the Guarantees Management Platform.

Formalization of Guarantees

Guarantees shall not be formalized before acquiring the status of Guarantee Account User; otherwise, the Guarantees Manager may reject such guarantees.

Guarantees Account Users must request the registration, cancellation or modification of guarantees through the "Guarantee Management" menu of the Guarantees Management Platform. Such guarantees must be formalized using the different instruments, established on the NGGSG.

In order to properly formalize guarantees, those in pdf format signed via electronic certificate will be accepted, as well as guarantee documents sent physically via post. Likewise, bank guarantees in XML format will be accepted.

Both, guarantees in pdf format and guarantees in XML format must be electronically signed by means of an electronic certificate of a legal representative of the guarantor entity.

In this case, the signature must be such that it can be validated through the Valid-e application, at the following link, or another official application for certificates issued by certification bodies in the European Union:

<https://valide.redsara.es/valide/validarFirma/ejecutar.html>

In any case, the electronic signature must prove that the signatory is a legal representative of the guarantor entity.

The guarantor entity must prepare the guarantee and sign it with a certificate of the entity's representative, and shall provide it to the Guarantee Account User. The guarantee will be attached when making the registration request through the Guarantee Manager Platform.

In the case of guarantees in XML format, these will be validated through the Guarantees Manager Platform and, as a result of the validation, a response will be obtained in XML format. If the guarantee passes all the validations, it will be considered correct and will be registered on the Platform. This functionality covers the entire warranty life cycle; registration, reduction, modification, cancellation and, when appropriate, execution. Electronic modifications of guarantee instruments that have not been previously formalized electronically will not be accepted.

In order to facilitate the submission of valid guarantees in favor of the Guarantee Manager, the templates of the following documents are given in Annex II of this Guide: bank guarantee (Templates

I and II), line of credit (Template III) and the surety insurance certificate (Templates IV and V). Likewise, MIBGAS includes on its website the electronic guarantee model in XML format.

Also, attached the data template of the entity (Template VI) for the cases in the Rules in which the bank entities must meet the additional condition consisting on providing cash deposits which covers a percentage of the total bank guarantees and credit lines formalized.

Templates must be formalized in Spanish, which are available in the Spanish version of the Guide on Accessing the Guarantee Manager. Templates in English are provided exclusively for informative purposes.

Instructions for generating the bank guarantees in XML format

The bank guarantee template, without signature, is published on the website.

The banking entity can develop the bank guarantee based on the technical specification and the schemes that MIBGAS publishes on its website, or it can use a simple system consisting of:

1. Downloading the template of the guarantee in XML that MIBGAS publishes on its website
2. Fill in the specific fields of the guarantee with an XML editor, as shown in the example published by MIBGAS on its website
3. Signing the resulting XML file with the Autofirma application, configured to generate the XAdES signature format (file with xsig extension) in "Enveloped" mode.

The self-signature application is available for downloading on the website <https://sede.serviciosmin.gob.es/es-es/firmaelectronica/Paginas/AutoFirma.aspx>.

The signature certificate of the guarantor entity must be that of a representative of the entity. Signature with a physical person certificate is not accepted.

The guarantee may bear several signatures of representatives of the entity.

Assignment of Guarantees

Guarantees Account Users must request the modification of the amount of the guarantees assigned to the Assignment Accounts of each one of the activities via the "Guarantee Management" menu of the Guarantees Management Platform.

Requests for the Assignment of Guarantees shall be made through:

Guarantees Manager > Assigning of Guarantees > Modify

Users shall assign guarantees to "Imbalance", "Access Capacity Contracting" and "Gas Market" activities to cover their obligations related to these activities.

Finally, those users that formalise their guarantees by means of cash deposits may assign guarantees in the "Guarantee Manager Services" activity, in compliance with the established in Technical Note 2020/02, or subsequent updates, on the application of the bank commission charge for cash deposited with the Guarantee Manager.

5.2 Address for sending, delivering and collecting of guarantee documents

Paper documentation related with guarantees processing, must be sent or delivered to the following address:

Att: OMIE (Garantías MIBGAS)

Calle Alfonso XI 6, 4ª planta

28014 Madrid

Guarantee documents whose return has been requested and accepted, will be collected at the same address.

For questions related with the formalization of guarantees, please contact MIBGAS at: garantias@mibgas.es

5.3 Schedules and processing times of guarantees

The schedule for the delivery and collecting guarantee documents is:

- » Winter period: from January 1st to June 15th and from September 16th to December 31st.
 - › Monday to Thursday, from 9:15h to 14h and 16:00h to 18:30h.
 - › Friday, from 9:15 to 14:30h.
- » Summer period: from June 16th to 15 September 15th.
 - › Monday to Friday, from 9:15h to 14:30h.

Guarantee requests will only be processed on business days. Business days are understood to be from Monday to Friday in Madrid (Spain), with the exception of December 24 and 31.

Any process received after the registration schedule, will be registered the next business day at 8:15h. The timetables and deadlines are summarized in the following table. They are based on the registration schedule.

Process	Recording Method	Winter Monday to Thursday		Summer Monday to Friday Winter Friday	
		Recording Timetable	Processing Deadline	Recording Timetable	Processing Deadline
Admission of guarantee documents **	Manual	9:15-16h		9:15-13h	
Bank account varification	Bank	8:15-17:30h		8:15-14:30h	
Cash Guarantee deposit	Guarantees Management Platform	Until 17h	Record before 12:30h → 14h Record after 12:30h → 17:30h	Until 14h	14:30h record day
Submission/Modification of electronic guarantees in XML format	Guarantees Management Platform	At any time	Immediate ***	At any time	Immediate ***
Submission/Modification of electronic guarantees in PDF format	Guarantees Management Platform	Until 16h	Record before 12h → 14h Record after 12h → 17:30h	Until 12h	14:30h record day
Cash refund	Guarantees Management Platform	Until 8:30h	Day D1*+1 if record before D1 Day D2*+1 if record before D2	Until 8:30h	Day D1+1 if record before D1 Day D2+1 if record before D2
Non-cash guarantees refund	Guarantees Management Platform	Until 14h	Following working day	Until 14:30h	Following working day

*According to Market Rules, Day D1 will be the first business and banking day after the day of issuance of the credit/debit note. Day D2 will be the day of market charges according to the aforementioned Rules.

**Those requests that require the delivery of paper documentation, the collection schedules will be as indicated above. The maximum processing period for this documentation shall be the end of the working day following receipt.

*** The formalisation of electronic guarantees in XML format may be carried out at any time and their processing period will be immediate (temporarily, for security reasons, signatures will be checked manually, so for the time being, their processing will correspond to the same deadlines as PDF guarantees).

6. DEREGISTRATION PROCESS FOR GUARANTEES ACCOUNT USERS

In order to request deregistration from the Guarantees Manager, it is necessary to have previously withdrawn all formalised guarantees.

The procedure for deregistering as a User of the Guarantee Manager is carried out through the Guarantee Management Platform, editing the Withdrawal date at the Guarantee Manager:

Registry > Modify reference data > Basic details

7. TEMPLATES

Below are the templates, whose fulfillment standards are as follows:

- » Italics in brackets should not appear in the final document.
- » Italics without brackets must be replaced with the appropriate value without highlighting.

ANNEX I.**SAMPLE NOTARIAL POWER OF ATTORNEY TO ACT BEFORE THE GUARANTEES MANAGER**

(To be executed as a notarial public deed):

“Acting in his/her aforementioned capacity, for his/her aforementioned principal, he/she hereby confers a special power of attorney, as fully and extensively as may be necessary and required by Law, on _____, having Tax Identification Number _____ such that he/she may, jointly and severally, with his/her sole signature, for and on behalf of the Donor, exercise, full extensively construed, the following

POWERS

1. To go before any relevant public or private bodies and in particular before the Guarantees Manager and the System Technical Manager in order to do such things as may be required or appropriate to apply for licences, communications and documents necessary to become a Guarantees Account User.
2. To sign the document adhering to the Rules for Managing Guarantees in the Gas System and such other documents whatsoever as may be necessary or expedient in order to become a Guarantees Account User, and to do such things as may be necessary or expedient for that purpose.
3. To formalise and assign on such terms and conditions as shall be thought fit such guarantees as may be necessary to support the gas system obligations deriving from its activity.
4. To receive all and any communications and requests whatsoever resulting from his/her actions with the Guarantees Manager.
5. To notify and, as the case may be, modify all and any data relating to the bank account to be used for managing guarantees.
6. To post, amend, claim, request and withdraw any guarantees whatsoever in connection with its gas system activities.
7. To determine and designate, merely upon a written or electronic request, the individuals who shall be authorised in the Guarantees Manager’s and the System Technical Manager’s communication media to do such things as participation in the gas system shall require.

ANNEX II.

TEMPLATE I. ONLY VALID FOR DOCUMENTS SENT BY POST.

BANK GUARANTEE

In, dated of 20.....

..... (Data of the financial institution) with corporate address at and e-mail....., represented at this act by Mr..... with sufficient authority to sign pursuant to, dated

GUARANTEES

Unconditionally and irrevocably to cover (the Guarantees Account Holder), as the Guarantees Account Holder, before MIBGAS S.A. (Guarantees Manager), as Guarantees Manager, up to a maximum amount of Euro..... to cover any non-compliance and each one of the contracted economic obligations as a result of their participation and operations in the gas system in accordance with the Rules for Managing Guarantees in the Gas System, including all current taxes, interest on arrears, penalties as well as any applicable fees.

..... (financial institution) is established jointly with the main debtor for paying all amounts due by it pursuant to what is stipulated in the previous paragraph, with an express waiver of the benefits of order, excussion and if applicable, division and where this guarantee has an abstract nature and therefore the guarantor cannot object to avoid paying and especially, may not raise any objection derived from the underlying relationship between the guarantor and the guaranteed party.

Payment will be made when initially requested, after the Guarantees Manager has notified the Guarantor in writing regarding the non-compliance by part of the guaranteed party, indicating in this written notification the current account where the applicable payment must be deposited, in a manner that, if the Guarantees Manager requests payment from the Guarantor, then the Guarantor may settle the payment no later than the next working day following the payment request from the Guarantor.

The validity period of this guarantee is extended until the Guarantees Manager authorises its cancellation/ to and including the following date, 20..., (select one of the two alternatives) and will be null and void after this date. After this date, the Guarantor will not be liable for anything related with the Guarantee, even though the guarantee originates from obligations contracted or applicable prior to the established valid-to-date and without requiring to return the original guarantee document.

Any time the guarantor has this document in their possession, it will be understood that there are no pending responsibilities arising from the described guarantee and therefore, said guarantee may be cancelled.

Prior to the fifth working day in Madrid prior to the expiration of the guarantee, (the guarantees account holder) must replace the guarantee in force with a new guarantee before the Guarantees Manager from the ones allowed in the Rules for Managing Guarantees in the Gas System. If the fifth working day in Madrid prior to the expiration or non-renewal of this guarantee has passed (the guarantees account holder) has not replaced it with another of the guarantees listed in the Rules for Managing Guarantees in the Gas System, the Guarantees Manager will release this guarantee in the amount required to cover the obligations of the Guarantees Account Holder in accordance with Rules for Managing guarantees in the Gas System.

Exclusively, Spanish law will be applicable when interpreting and executing what is stipulated in this document.

..... (financial institution) agrees to submit themselves to the courts of the capital of Madrid and expressly waive their right to any other jurisdiction they may be entitled to for resolving any conflicts that arise in the application of this guarantee.

Signed by

(financial institution)

TEMPLATE II. ONLY VALID FOR ELECTRONICALLY SIGNED VIA ELECTRONIC CERTIFICATE IN PDF FORMAT**BANK GUARANTEE**

In, dated of 20.....

..... (Data of the financial institution) with corporate address at and e-mail....., represented at this act by Mr..... with sufficient authority to sign pursuant to, dated

GUARANTEES

Unconditionally and irrevocably to cover (the Guarantees Account Holder), as the Guarantees Account Holder, before MIBGAS S.A. (Guarantees Manager), as Guarantees Manager, up to a maximum amount of Euro..... to cover any non-compliance and each one of the contracted economic obligations as a result of their participation and operations in the gas system in accordance with the Rules for Managing Guarantees in the Gas System, including all current taxes, interest on arrears, penalties as well as any applicable fees.

..... (financial institution) is established jointly with the main debtor for paying all amounts due by it pursuant to what is stipulated in the previous paragraph, with an express waiver of the benefits of order, excussion and if applicable, division and where this guarantee has an abstract nature and therefore the guarantor cannot object to avoid paying and especially, may not raise any objection derived from the underlying relationship between the guarantor and the guaranteed party.

Payment will be made when initially requested, after the Guarantees Manager has notified the Guarantor in writing regarding the non-compliance by part of the guaranteed party, indicating in this written notification the current account where the applicable payment must be deposited, in a manner that, if the Guarantees Manager requests payment from the Guarantor, then the Guarantor may settle the payment no later than the next working day following the payment request from the Guarantor.

The validity period of this guarantee is extended until the Guarantees Manager authorises its cancellation/ to and including the following date, 20..., and will be null and void after this date. After this date, the Guarantor will not be liable for anything related with the Guarantee, even though the guarantee originates from obligations contracted or applicable prior to the established valid-to-date and without requiring to return the original guarantee document.

Prior to the fifth working day in Madrid prior to the expiration of the guarantee, (the guarantees account holder) must replace the guarantee in force with a new guarantee before the Guarantees Manager from the ones allowed in the Rules for Managing Guarantees in the Gas System. If the fifth working day in Madrid prior to the expiration or non-renewal of this guarantee has passed (the guarantees account holder) has not replaced it with another of the guarantees listed in the Rules for Managing Guarantees in the Gas System, the Guarantees Manager will release this guarantee in the amount required to cover the obligations of the Guarantees Account Holder in accordance with Rules for Managing guarantees in the Gas System.

Whenever the Guarantor entity has a document with an electronic signature from the Guarantees Manager authorizing the cancellation of this guarantee, it shall be understood that there are no pending liabilities arising from the described guarantee, and therefore its cancellation may proceed. The financial

institution will be solely and exclusively responsible at any time for the authenticity of the electronic signatures incorporated in this document, as well as for the sufficiency and validity of the powers of the signatories.

Exclusively, Spanish law will be applicable when interpreting and executing what is stipulated in this document.

..... (financial institution) agrees to submit themselves to the courts of the capital of Madrid and expressly waive their right to any other jurisdiction they may be entitled to for resolving any conflicts that arise in the application of this guarantee.

Signed by

(financial institution)

TEMPLATE III

LINE OF CREDIT CONTRACT FORM

Party of the first part,, (hereinafter the creditor), (Include identifying data of the creditor and its proxies).

and

the Party of the second part,, (include identifying data of the guarantors and their proxies)

All the listed companies, (referred to hereinafter in this contract as the Credit receiving party or parties, as a generic reference to all indiscriminately and alike) and also company....., will be referred to as the Guarantees Account Holding Company. (To be added in the case of more than one Credit receiving Party)

All parties, in representations of their respective parts, acknowledge each other's sufficient capacity to enter into this credit contract, for which they

HEREBY DECLARE

I.- That the Credit receiving party or parties have requested the Creditor open a line of Credit in the amount of Euro (..... Euro) as guarantee to cover any non-compliance as well as each one of the contracted economic obligations as a result of their participation and operations in the gas system in accordance with the Rules for Managing Guarantees in the Gas System, including all current taxes, interest on arrears, penalties and any applicable fees required to be settled at the time of the payment and he has agreed to the request.

II.- That the lending party jointly guarantees with the Credit receiving party, all the obligations contracted by the latter as per this contract.

Both parties

AGREE TO THE FOLLOWING

Enter into this credit contract by virtue of which the Creditor provides the companies aforementioned in this document as the Credit receiving parties, credit with a maximum limit ofEuro (.....Euro), requiring the Credit receiving parties, in a manner that will be mentioned later, to reimburse the amounts they have available in their account as well as interests, commissions, taxes and expenses, even ones of a legal nature, which are generated as a consequence of this contract, until they are fully settled as per the following

CLAUSES

One. Limit.

The maximum limit of the credit will beEuro (..... Euro), during the duration of the credit, and the Credit receiving party or parties accept the amounts made available to them by the Creditor, with the commitment to repay said credit within the time frames and in the manner and conditions agreed to in this document.

Two. Duration

This credit will have a duration that is between the date of this contract and.....
(To be drafted as agreed freely by the parties)

Extensions to the contract shall be reported to the Guarantees Manager as Manager of the Guarantees.

Notwithstanding the agreed duration, the creditor has the right to consider the credit has matured, and will notify the Credit receiving party/Guarantee Account Holding company and the Guarantees Manager at least five days prior to the date set by the Creditor as the anticipated maturity date of the credit, requiring at this time to settle all pay obligations contracted with the Credit receiving party or parties when any of the following circumstances occurs:

The setting in these cases of a maturity date that is after the communication date is a result of the final nature of this credit and is granted to provide guarantee coverage of the obligations entered into by the Credit receiving party or parties as a result of their participation in the gas system.

In this sense, the Guarantees Manager, prior to the maturity and in accordance with this document, may provide the amounts in the authorisations that are in force even if one or several of the Credit receiving parties, as a result of legal proceedings or any other circumstance, are not in full control of their assets.

Three. Distribution of the credit (To be added in the case of more than one Credit receiving party).

The limit of the amount of credit may be set, indiscriminately and individually, by one, several or all of the Credit receiving parties, establishing only that the total amount to be used and authorised by the Credit receiving party or by each Credit receiving party to the Guarantees Manager, plus what is actually set by the Guarantees manager in favour of the Credit receiving party or each Credit receiving party and not reimbursed to the creditor, may not exceed the total amount of the Credit.

Four. Accounts (To be added in the case of more than one Credit receiving party).

The amount of the Credit made available for each Credit receiving party will be respectively deposited in the credit accounts opened by the creditor. These accounts are in the name of each one of the Credit receiving parties and are listed below:

- Company A., acct.. no. 10-xxxxxx-x
- Company B., acct.. no. 10-xxxxxx-x
- Company C., acct.. no. 10-xxxxxx-x

In each account, we have debit and credit items respectively, on the one hand we have the amounts made available and charged to said credit if applicable, the interests that are accrued as per this contract and the commissions and expenses that the Credit receiving parties must settle and on the other hand, those provided for settling the remaining balance.

(The Credit receiving parties from this moment forward expressly agree for the Creditor to be able to modify the number of operating accounts mentioned above, as long as said modifications are made for operating, accounting or organisational reasons internal to the creditor or due to changing the office where each one of the Credit receiving parties operates from, without said modification entailing any renewal of the rest of the contractual conditions nor of the obligations agreed to in this contract by the parties) Inclusion selected by the Participant.

The aforementioned modification, which in no case shall incur any cost for the Credit receiving parties, will be communicated by the creditor to the affected Credit receiving party and to the Guarantees Account

Holder via any type of notification as long as there is proof of receipt. The notification shall specify the new account number and the date when said account will be active.

Each Credit receiving party will be liable to the Creditor for the amounts that have been deposited in their account as mentioned above, and each of them will be obligated to repay the creditor the account balance at all times as agreed and especially at the maturity date of the contract.

None of the Credit receiving parties will be liable before the creditor to repay the balance of the accounts for other Credit receiving parties.

Five. Provisions (Drafted based on one or more Credit receiving parties).

Taking into account the destination of the credit, the Credit receiving party/each Credit receiving party, irrevocably authorise, only the Guarantees Manager to have access to the credit, through the persons and in compliance with the conditions that will be described further along in this document.

To this aim, the Credit receiving party or parties, via the Guarantees Account Holder, will notify the Creditor of the amount made available to the Guarantees Manager, by means of the Creditor issuing an irrevocable authorisation to provide the amount requested by the Credit receiving party/each Credit receiving party, to the guarantees Manager, in the manner mentioned in Appendix A.

The total amount requested by the Credit receiving party/all the Credit receiving parties, plus what is made available by the Guarantees Manager and not reimbursed to the Creditor, may not exceed the total limit of the credit.

In order for the Guarantees Manager to make the provision, notwithstanding what is stipulated in the «Maturity Guarantee» clause, the following is required:

The provision must be made to settle the obligations contracted by the Credit receiving party/any of the Credit receiving parties in accordance with what is stipulated in the Rules for Managing Guarantees in the Gas System.

The provision order must be accompanied by a written letter sent by the Guarantees Manager to the Creditor, communicating the delinquent deposits of the amounts due by the Credit receiving party or parties, in the manner described in Appendix B.

One or several cash provisions may be applied to each authorisation that is in force, in such a manner that the total sum of the provisions applied under an authorisation may in no case exceed the amount of said provisions as long as it remains current and as long as the circumstances for initiating a provision as described in this contract are met.

Likewise and prior authorisation from the Guarantees Manager, you may modify the amount of an authorisation by initiating a new provision authorisation from the creditor to the Guarantees Manager as requested by the Credit receiving party/Guarantees Account Holding company or you may remove the existing authorisation after having processed the guarantees that the Guarantees Manager requires at each moment via the authorised methods listed in the Rules for Managing Guarantees in the Gas System.

If the Guarantees Manager has the line of credit available, once the circumstances described for said provision as listed above have been met, or in accordance with the «Maturity Guarantee» clause, the Credit receiving party or parties will be required to replace the funds made available by the Guarantees Manager to the Creditor no later than 5 working days after the date in which the provision became effective or after the contract maturity date if sooner.

The Credit receiving party/each Credit receiving party will have the same number of working days to reimburse the Creditor for any other charge, which in accordance with the agreement has been made against their account.

Six.

Accrual, calculation and payment of interest (Drafting to be agreed freely by the parties).

Seven.

Time limits (To be drafted as agreed freely by the parties).

Eight.

Default interests (To be drafted as agreed freely by the parties).

Nine.

Commissions (To be drafted as agreed freely by the parties).

Ten.

Insurance (To be drafted as agreed freely by the parties).

Eleven.

Charging of payments and Compensation (To be drafted as agreed freely by the parties).

Twelve.

Expenses and taxes (To be drafted as agreed freely by the parties).

Thirteen.

Executive power (To be drafted as agreed freely by the parties).

Fourteen. *Maturity guarantee. (Drafted based on one or more Credit receiving Parties).*

Prior to the fifth working day prior to the contract maturity date, either if it occurs resulting from a notification of non-extension or due to a final maturity or early maturity and especially when the circumstances described in the second clause occur, the Credit receiving party or parties shall replace the authorisations that are in force with any other guarantee before the Guarantees Manager of those listed in the Rules for Managing Guarantees in the Gas System. If prior the fifth working day prior to the maturity or non renewal of this contract, the Credit receiving party/any Credit receiving party has not replaced the authorisations that are in force with other guarantees included in the Rules for Managing Guarantees in the Gas System, the Creditor, upon request from the Guarantees Manager, in the manner listed in Appendix C, must deposit the amount requested by the Guarantees Manager, with a maximum of the amount of the authorisations in force, less the provisions that against said authorisations may have been processed, in the account indicated in the Guarantees Manager's request.

The Creditor may notify the Credit receiving party/Guarantees Account Holder Company, regarding the receipt of said request when it is received.

These deposits will hereby constitute a guarantee from the Credit receiving party before the Guarantees Manager. This guarantee is included in the Rules for Managing Guarantees in the Gas Market.

Any time the Credit receiving party has been required to deposit the amount of the authorisation in force as a result of any of the causes mentioned in this section, the Credit receiving party, in which name the deposit has been made before the Guarantees Manager, must reimburse, on the same date in which the deposit has been made, the same amount to the Creditor in the account mentioned in the FIRST provision or in the provision that replaces it.

Fifteen. *Time and location of the payment and compliance (Drafted based on one or more Credit receiving parties).*

The Credit receiving party or parties will reimburse the Creditor, any amount paid to the Guarantees Manager as well as any agreed interests, commissions and expenses no later than ... working days from the date it was debited from the special credit account or if applicable, at the maturity of the contract, and this without needing any prior requirement.

For this purpose, the Credit receiving party or parties expressly authorise the Creditor to debit these amount from the current accounts they have opened in the Creditor's Office

We hereby expressly declare that the location of the payment and compliance with all obligations derived from this contract is the Creditor's Office (Office.....), located at.....

The credit receiving party or parties expressly agree that, for administrative or organizational reasons, the Creditor may modify the number of the office and its location, always in the same city where the initial office was located, and in this regard, the parties accept the new location as the place to make payments and comply with the obligations stipulated in the contract, without this modification entailing any renewal of the rest of the contractual conditions nor of the obligations agreed to in this contract by the parties.

The mentioned modification will be communicated by the Creditor to the Credit receiving party/ Guarantees Account Holder Company by any means, as long as there is proof of reception, which shall specify the new office number and if applicable, the address if it has changed and the date when said change will be in effect.

Sixteen. *Guarantees Account Holder Company (Drafting to be added in the case of more than one Credit receiving party).*

Notwithstanding the joint nature of the obligations of Credit receiving parties under this contract, it is stipulated that in the development and operation of this contract, the Guarantees Account Holder will also act as an irrevocable special representative for the rest of the Credit receiving parties, to carry out its duties as such under this contract. Consequently in this regard, the decisions and actions of the Guarantees Account Holder shall be considered as if they were being made by all the Credit receiving parties.

Likewise, the Credit receiving parties empower the Guarantees Account Holder to act in their name when notifying the Creditor of their wish to cancel or terminate the contract as well as to receive communications from the Creditor regarding its wish to terminate the contract as well.

Unless stipulated otherwise, any notification sent or received by the Guarantees Account Holder will have the same effect as if it had been sent or received by all the Credit receiving parties.

The Companies entering into this agreement unanimously appoint
as the Guarantees Account Holder

The Guarantees Account Holder Company, for all intents and purposes regarding notifications, requests and communications related with this contract, designates the address listed in the following clause.

Seventeen. Notifications, method and addresses (Drafted based on one or more Credit receiving parties).

For communication purposes between the Creditor, the Credit receiving parties and the Guarantees Manager, unless otherwise stipulated in the contract, the parties agree to use any communication method that leaves a record of the messages that are sent and received. The notification requirement shall be considered met after an email is sent, with enough advance notice in each case, to, where the original fax shall be considered valid proof of reception as indicated.

The Credit receiving parties designate and expressly authorise the Guarantees Account Holder company to receive and send communications related with this credit in their name (To be added in the case of more than one Credit receiving party).

If special circumstances arise that substantially modify the existence and validity of this credit, the Creditor, with enough advance notice, will notify the Guarantees Manager of said modifications as an authorised party in this contract.

For these purposes, the following are considered special circumstances that modify this credit: the maturity date, early maturity and termination.

Any change or modification of addresses or indicators listed in the following section must be communicated to the other party using the aforementioned method; however, the notification will not be considered made until the other party acknowledges receipt of said notification of change or modification.

For notification purposes, Saturdays, Sundays and holidays in the city of Madrid as well as the 24th and 31st of December are considered non-working days.

For the purpose of setting requirements and sending or receiving notifications or communications, either judicial or extra-judicial, the addresses and faxes are listed for the following parties:

1. CREDITOR

- Address:
- Telephone:
- E-mail:
- City:

2. THE GUARANTEES ACCOUNT HOLDER COMPANY

- Address:
- Telephone:
- E-mail:
- City:

(To be added in the case of more than one Credit receiving party).

3. AUTHORISED PARTY: Guarantees Manager

Person: Mr.....
Address: C/ Alfonso, XI,6, 4.ª planta
Telephone:
E-mail:
City: 28014 Madrid.

Any notification sent to any of the aforementioned addresses will be contractually valid unless the other parties have been notified, beforehand and in writing, of a new address, which shall only be in effect after said notification has been received by the addressees.

Eighteen. Transfer.

Given the characteristics of this credit, the Credit receiving party may not transfer this credit.

Nineteen. Applicable legislation and jurisdiction.

This contract is fully subject to Spanish law.

The contracting parties agree to subject to the Judges and Courts of the city of Madrid and expressly waive their right to any other jurisdiction they may be entitled to. The courts of Madrid will be the only competent courts to hear the actions and claims that may be derived from this contract.

The Creditor as well as the Credit receiving party or parties and the Guarantees Account Holder Company (to be added in the case of more than one Credit receiving party) agree to the this contract under the terms, conditions and responsibilities stipulated in this policy and as evidence of this fact and in compliance with the agreement, sign three copies of this contract, of which one will be kept by the Creditor, one by the Credit receiving party or parties, which is provided to the Guarantees Account Holder Company and one is kept by the Guarantees Manager for their information. (Drafted based on one or more Credit receiving parties).

In, dated, 20.....

THE CREDITOR

THE CREDIT RECEIVING PARTY OR PARTIES.

P.p.

P.p.

APPENDIX A

(Drafted based on one or more Credit receiving parties).

In, dated

Dear Sirs or Madams:

Pursuant to the Credit dated that was signed by and the Creditor....., in accordance with the notifications made by the Credit receiving parties through the Guarantees Account Holder Company under the terms stipulated in the Fifth Clause of the Credit Contract and any time the conditions and requirements stipulated in said Fifth Clause are met, authorises the Guarantees Manager to release, after the date listed in this document, for each company (To be added in the case of more than one Credit receiving party) the amount indicated below:

Company A.....Euro

(To be added in the case of more than one Credit receiving party).

Company B.....Euro

Company C.....Euro

The deadline for making the provision related with the notified authorisation will in all cases end when the credit matures or if the Creditor has issued a new authorisation and upon receipt and acceptance of the new authorisation by the Guarantees Manager.

Sincerely,

Signed:.....

APPENDIX B

In, dated

Dear Sirs or Madams:

We hereby notify you that in accordance with the documentation that is in the possession of this company, as of the present date it has been noted that there has been a non-compliance with the obligations by part of, in the amount ofEuro

Pursuant to the above and in accordance with provision... of the Credit Contract dated, 20..., granted by and signed by the Guarantees Account Holder of the non-compliant market and in the release authorisation dated, 20..., this provision order is executed for

..... to immediately pay the amount ofEuro, by means of a deposit in current account numb. opened in the name of the Guarantees Manager in Bank.....

In accordance with the terms stipulated in the aforementioned contract, said deposit must be made no later than the working day following the date in which payment was requested from the Creditor.

Sincerely,

Signed:.....

Appendix. - Notification from Bank regarding the transactions of account numb., on the value day dated, 20....

APPENDIX C

In, dated

Dear Sirs or Madams:

We hereby notify you that the Guarantees Account Holder currently has cash provision authorisations in force (less the provisions processed against said authorisations) in a total amount in Euro of, authorisations issued to guarantee coverage for non compliances with obligations pursuant to the credit Contract dated, granted by and signed by

Upon termination of the credit contract mentioned in the previous section and which would occur onas communicated by....., resulting in the issuance of the provision authorisations that are in force and given that said authorisations have not been replaced by any other guarantee, of those allowed by the rules for Managing Guarantees in the Gas System, this provision order is processed in order to deposit the amount of Euro -..... on value date ----- pursuant to and in accordance with the aforementioned contract Termination Guarantee clause, by means of a deposit in current account numb....., which has been opened in the name of the Guarantees Manager in Bank

The amount deposited, as guarantee, will in this way replace the provision authorisation that is in force, which may in this way be considered fully terminated by the establishing of a cash deposit as the guarantee for agentbefore the guarantees Manager. this guarantee is listed in the rules for Managing Guarantees in the Gas System.

Sincerely,

Signed:.....

TEMPLATE IV. ONLY VALID FOR DOCUMENTS SENT BY POST.**SURETY INSURANCE CERTIFICATE FORM**

In, dated, 20.....

..... (Insurance company) (Hereinafter «the insurance provider»), with registered address at.....,], and e-mail duly represented by Mr.

..... with D.N.I. (ID numb.), with sufficient authority for signing in this act, which he declares to be valid and in force,

HEREBY DECLARES

I. That (the Consolidation Account Holder) (hereinafter «the Insured Party»), as Guarantees Account Holder, has signed the document of adhesion to the Rules for Managing Guarantees in the Gas System (hereinafter «Adhesion Document»).

II. That article 33.1 of Royal Decree 984/2015 Of 30 October, governing the organised gas market and third-party access to natural gas installations establishes the need of provide sufficient guarantee to the Guarantees Manager in compliance with each and every one of the economic obligations contractually agreed to as a result of their participation and operations in the gas system as stipulated in the Rules for Managing guarantees in the Gas System, including any current taxes, interests on arrears, penalties and any applicable fees required to be settled at the time of the payment.

III. That the Rules for Managing guarantees in the Gas System establish the possibility of implementing the required guarantee by providing a joint surety insurance certificate issued by an insurance company established in Spain or by a branch office in Spain of a non resident company authorised by the General Directorate for Insurance, in favour of the Guarantees Manager.

By which the Insurance Provider

PROVIDES INSURANCE COVERAGE FOR

The Insured Party, in an unconditional and irrevocable manner, before MIBGAS S.A., (hereinafter referred to as the Guarantees Manager) in the amount of Euro....., as joint guarantee to ensure compliance with each and every one of the obligations contractually agreed to by the Insured Party as a result of their participation in the gas system, including any current taxes and applicable fees required to be settled at the time of the payment, as stipulated in the Rules for Managing guarantees in the Gas System and rest of applicable regulations.

The Insurance Provider is established jointly with the main debtor for paying all amounts due by it as a result of said participation, with an express waiver of the benefits of order, excussion and if applicable, division and where this guarantee has an abstract nature and therefore the Insurance Provider cannot object to avoid paying and especially, may not raise any objection derived from the underlying relationship between the Insurance Provider and the Insured Party.

Delinquent premium payment by the Insured Party, whether it is the only one, first or subsequent, will not give the Insurance Provider the right to terminate the insurance contract, nor will the contract be

considered terminated, nor the coverage provided suspended, nor will the Insurance Provider be released from their obligation if required to make any payment.

Payment will be made when initially requested, after the Guarantees Manager has notified the Insurance Provider in writing regarding the non-compliance by part of the Insured Party, indicating in this written notification the current account where the applicable payment must be deposited, in a manner that, if the Guarantees Manager requests payment from the Insurance Provider, then the Provider may settle payment with the creditor no later than the next working day in Madrid, following the payment request from the Insurance Provider.

The validity period of this surety insurance is extended until the Guarantees Manager authorises its cancellation/ to and including the following date, 20..., (select one of the two alternatives) and will be null and void after this date. After this date, the Insurance Provider will not be liable for anything related with the Surety Insurance, even though it originates from obligations contracted or applicable prior to the established valid-to-date and without being required to return the original document.

Any time the Insurance Provider has this document in their possession, it will be understood that there are no pending responsibilities arising from the described guarantee and therefore, said guarantee may be cancelled.

Prior to the fifth working day in Madrid prior to the expiration of the guarantee, (the guarantees account holder) must replace the guarantee in force with a new guarantee before the Guarantees Manager from the ones allowed in the Rules for Managing Guarantees in the Gas System. If the fifth working day in Madrid prior to the expiration or non-renewal of this guarantee has passed (the guarantees account holder) has not replaced it with another of the guarantees listed in the Rules for Managing Guarantees in the Gas System, the Guarantees Manager will release this guarantee in the amount required to cover the obligations of the Guarantees Account Holder in accordance with Rules for Managing guarantees in the Gas System.

In case of a discrepancy, contradiction or inconsistency between the terms and conditions stipulated in this document and the applicable insurance contract signed between the Insurance Provider and the Insured Party, this document will take precedence over what is stipulated in the aforementioned insurance contract.

Exclusively, Spanish law will be applicable when interpreting and executing what is stipulated in this document.

The Insurance Provider agrees to submit themselves to the courts of the capital of Madrid and expressly waive their right to any other jurisdiction they may be entitled to for resolving any conflicts that arise in the application of this document.

By (The Insurance Provider)

TEMPLATE V. ONLY VALID FOR ELECTRONICALLY SIGNED VIA ELECTRONIC CERTIFICATE.**SURETY INSURANCE CERTIFICATE FORM**

In, dated, 20.....

..... (Insurance company) (Hereinafter «the insurance provider»), with registered address at.....,], and e-mail, duly represented by Mr. with D.N.I. (ID numb.), with sufficient authority for signing in this act, which he declares to be valid and in force,

HEREBY DECLARES

I. That (the Consolidation Account Holder) (hereinafter «the Insured Party»), as Guarantees Account Holder, has signed the document of adhesion to the Rules for Managing Guarantees in the Gas System (hereinafter «Adhesion Document»).

II. That article 33.1 of Royal Decree 984/2015 Of 30 October, governing the organised gas market and third-party access to natural gas installations establishes the need of provide sufficient guarantee to the Guarantees Manager in compliance with each and every one of the economic obligations contractually agreed to as a result of their participation and operations in the gas system as stipulated in the Rules for Managing guarantees in the Gas System, including any current taxes, interests on arrears, penalties and any applicable fees required to be settled at the time of the payment.

III. That the Rules for Managing guarantees in the Gas System establish the possibility of implementing the required guarantee by providing a joint surety insurance certificate issued by an insurance company established in Spain or by a branch office in Spain of a non resident company authorised by the General Directorate for Insurance, in favour of the Guarantees Manager.

By which the Insurance Provider

PROVIDES INSURANCE COVERAGE FOR

The Insured Party, in an unconditional and irrevocable manner, before MIBGAS S.A., (hereinafter referred to as the Guarantees Manager) in the amount of Euro....., as joint guarantee to ensure compliance with each and every one of the obligations contractually agreed to by the Insured Party as a result of their participation in the gas system, including any current taxes and applicable fees required to be settled at the time of the payment, as stipulated in the Rules for Managing guarantees in the Gas System and rest of applicable regulations.

The Insurance Provider is established jointly with the main debtor for paying all amounts due by it as a result of said participation, with an express waiver of the benefits of order, excussion and if applicable, division and where this guarantee has an abstract nature and therefore the Insurance Provider cannot object to avoid paying and especially, may not raise any objection derived from the underlying relationship between the Insurance Provider and the Insured Party.

Delinquent premium payment by the Insured Party, whether it is the only one, first or subsequent, will not give the Insurance Provider the right to terminate the insurance contract, nor will the contract be considered terminated, nor the coverage provided suspended, nor will the Insurance Provider be released from their obligation if required to make any payment.

Payment will be made when initially requested, after the Guarantees Manager has notified the Insurance Provider in writing regarding the non-compliance by part of the Insured Party, indicating in this written notification the current account where the applicable payment must be deposited, in a manner that, if the Guarantees Manager requests payment from the Insurance Provider, then the Provider may settle payment with the creditor no later than the next working day in Madrid, following the payment request from the Insurance Provider.

The validity period of this surety insurance is extended until the Guarantees Manager authorises its cancellation/ to and including the following date, 20..., and will be null and void after this date. After this date, the Insurance Provider will not be liable for anything related with the Surety Insurance, even though it originates from obligations contracted or applicable prior to the established valid-to-date and without being required to return the original document.

Whenever the Guarantor entity has a document with an electronic signature from the Guarantees Manager authorizing the cancellation of this guarantee, it shall be understood that there are no pending liabilities arising from the described guarantee, and therefore its cancellation may proceed.

The financial institution will be solely and exclusively responsible at any time for the authenticity of the electronic signatures incorporated in this document, as well as for the sufficiency and validity of the powers of the signatories.

Prior to the fifth working day in Madrid prior to the expiration of the guarantee, (the guarantees account holder) must replace the guarantee in force with a new guarantee before the Guarantees Manager from the ones allowed in the Rules for Managing Guarantees in the Gas System. If the fifth working day in Madrid prior to the expiration or non-renewal of this guarantee has passed (the guarantees account holder) has not replaced it with another of the guarantees listed in the Rules for Managing Guarantees in the Gas System, the Guarantees Manager will release this guarantee in the amount required to cover the obligations of the Guarantees Account Holder in accordance with Rules for Managing guarantees in the Gas System.

In case of a discrepancy, contradiction or inconsistency between the terms and conditions stipulated in this document and the applicable insurance contract signed between the Insurance Provider and the Insured Party, this document will take precedence over what is stipulated in the aforementioned insurance contract.

Exclusively, Spanish law will be applicable when interpreting and executing what is stipulated in this document.

The Insurance Provider agrees to submit themselves to the courts of the capital of Madrid and expressly waive their right to any other jurisdiction they may be entitled to for resolving any conflicts that arise in the application of this document.

By (The Insurance Provider)

TEMPLATE VI

COMPANY DATA

..... company with registered address in, street n°, with C.I.F. (Tax ID)..... and on behalf of Mr., with D.N.I. (ID numb.) pursuant to, (Agreement from the Administrative Council, powers, proxy or others) which he declares to be in force, valid and sufficient for signing this document.

HEREBY DECLARES

For the purpose of properly communicating, as stipulated in Rule «Guarantee implementation instruments» of the «Rules for Managing Guarantees in the Gas System», I hereby communicate the following information:

Contact person

Name and surnames: Address:
..... CP (Postal Code): City: Telephone:
.....Fax:

Email: (we recommend using a generic email address)

Financial institution for making payments

Name of the financial institution:

Account Holder:

Address:..... CP (Postal Code):..... City:..... Country:.....

Bank SWIFT Code

International bank account number IBAN:

In, dated of 201.....

By the Company

ANNEX III.**DOCUMENT OF ACCEPTANCE AND ADHESION TO THE RULES FOR MANAGING GUARANTEES IN THE GAS SYSTEM**

Mr., holder of ID/ Passport number, in the name and on behalf of, with Tax ID (CIF) or equivalent number and corporate address at, with powers that are expressly declared valid, in force and sufficient for signing this document (hereinafter «Guarantees Account Holder/Guarantees Account User»).

HEREBY DECLARES

I. In accordance with what is stipulated in Royal Decree 984/2015 of 30 October, governing the organised gas market and third-party access to natural gas facilities, the guarantees for contracting infrastructure capacity with regulated third-party access, for participating in the Organised Gas Market and for settling unbalances, both at the Virtual Balance Point as well as at re-gasification plants will be managed jointly by MIBGAS S.A. as the Guarantees Manager.

II. In accordance with applicable regulations, in order to register as a User with the System Technical Manager, access the purchasing of capacity of infrastructure with third-party access or participate in the Organised Gas Market requires registering guarantees with the Guarantees Manager.

III. For these purposes, the Guarantees Account Holder/Guarantees Account User will expressly adhere to the Rules for Managing Guarantees in the Gas System and will expressly sign this document of adhesion in accordance with the following

CLAUSES**One. Acceptance and adhesion.**

The Guarantees Account Holder/Guarantees Account User irrevocably and unconditionally acknowledges and willingly accepts the Rules for Managing Guarantees in the Gas System approved by the applicable Resolution issued by the Secretary of State for Energy and undertakes to comply with them without reservations, restrictions or constraints.

Particularly and notwithstanding all other obligations which, if applicable, are required of the Guarantees Account Holder/Guarantees Account User in accordance with applicable regulations, the signing party declares that they are fully aware and agree to comply with what is stipulated regarding guarantees in the applicable scopes of action included in Paragraph I above as well as the format and the means for communicating for processing, managing and releasing said guarantees as well as the applicable administrative and tax obligations that that may be derived from their release.

Two. Confidentiality

The Guarantees Account Holder/Guarantees Account User is obligated to maintain the confidentiality of information of a personal nature as well as of any information they may have had access to as a consequence of the actions carried out with the Guarantees Manager under the terms and within the scope described in the applicable Rules for Managing Guarantees in the Gas System.

Three. Liability and force majeure.

The Guarantees Manager may not be held liable, except in cases of intentional or gross negligence for the consequences of any actions involving Guarantee Account Holders/Guarantee Account Users, or those arising from the application of the Rules for Managing Guarantees in the Gas System and of the information and communications systems of third parties used for sharing data with the management platform.

Neither shall the Guarantees Manager be held liable for the consequences arising from any circumstances that are beyond its direct control, involving cases of force majeure or of a fortuitous nature, for the indirect consequences of the actions and operations undertaken on the gas market or for the risks arising from its operations. For these purposes, events that could not have been foreseen or which although foreseen were inevitable, as established in Article 1105 of the Civil Code shall be considered as causes of force majeure.

For illustrative purposes only, the consideration of force majeure shall include any failure of the Guarantees Management Platform due to any unforeseen circumstances or which, in the event that they could have been foreseen, are inevitable.

Guarantee Account Holders/Guarantee Account Users may not adduce reasons of force majeure in relation to their commitments regarding the release of guarantees, without prejudice to the measures the Government may take in the event of the declaration of a state of emergency, pursuant to what is stipulated in article 101 of Spanish Law 34/1998 of 7 October for the Gas sector.

Document of acceptance and adhesion to the Rules for managing Guarantees in the Gas System.

In, dated of 20..... P.p.

Signed: