

BOTAŞ

TRANSMISSION NETWORK OPERATION

PRINCIPLES

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TRANSMISSION NETWORK OPERATION PRINCIPLES

TABLE OF CONTENTS

PART I

BASIC PROVISIONS

SECTION A	INTRODUCTION
SECTION B	BASIC PRINCIPLES
SECTION C	OBLIGATIONS OF TRANSPORTER
SECTION D	OBLIGATIONS OF SHIPPERS
SECTION E	INFORMATION ON THE TRANSMISSION NETWORK
SECTION F	CONDITIONS OF APPLICATION FOR SYSTEM ENTRY PRIOR TO THE GAS YEAR
SECTION G	CONDITIONS OF APPLICATION FOR SYSTEM ENTRY DURING THE GAS YEAR
SECTION H	CONDITIONS OF SYSTEM ENTRY APPLICATION FOR CONNECTION TO TRANSMISSION NETWORK
SECTION I	SYSTEM ENTRY DISPUTES

PART II

OPERATIONAL PROVISIONS

SECTION 1	DEFINITIONS AND INTERPRETATION
SECTION 2	CAPACITY RESERVATION, TRANSFER, SWITCHING, UTILISATION
SECTION 3	DISPATCH CONTROL AND SYSTEM BALANCING
SECTION 4	INTERNAL UTILIZATION GAS
SECTION 5	ENTRY CONDITIONS
SECTION 6	EXIT CONDITIONS
SECTION 7	TRANSPORTATION QUANTITY NOTIFICATION AND PROGRAM
SECTION 8	DELIVERY OF GAS: TRANSFER OF POSSESSORY RIGHT AND RESPONSIBILITY".
SECTION 9	ALLOCATION
SECTION 10	MEASUREMENT AND ANALYSIS
SECTION 11	QUALITY AND PRESSURE
SECTION 12	SYSTEM PLANNING
SECTION 13	MAINTENANCE
SECTION 14	EMERGENCY CASE, DIFFICULT DAY, LIMITED CAPACITY DAY

SECTION 15	TAXES AND DUTIES
SECTION 16	SETTLEMENT OF DISPUTES
SECTION 17	CONFIDENTIALITY
SECTION 18	INVOICING AND PAYMENT
SECTION 19	FORCE MAJEURE
SECTION 20	LIABILITIES AND INDEMNITIES
SECTION 21	MODIFICATIONS
SECTION 22	CORRESPONDENCE AND NOTICES
SECTION 23	TEMPORARY PROVISIONS
ANNEX- 1	NATURAL GAS QUALITY SPECIFICATIONS

TRANSMISSION NETWORK OPERATION PRINCIPLES

PART I

BASIC PROVISIONS

SECTION A

INTRODUCTION

1. Transmission Network Operation Principles (hereinafter referred to as NOP) is a document prepared to set out specific rights and obligations of parties in the transportation of Natural Gas via the Transmission Network within the framework of Natural Gas Market Law No. 4646 and the regulations issued under the Law. NOP consists of two parts, namely, Basic Provisions and Operational provisions –including the definitions- as well as annexes.

2. The principles and procedures applicable to the preparation, review, establishment, approval, publication and revision of tariffs for Natural Gas market activities are regulated by the Energy Market Regulatory Authority (EMRA). The prices, provisions and terms for the transmission activities of BOTAŞ are set out in “BOTAŞ’ Transmission and Dispatch Control Tariff”.

3. NOP essentially covers the technical and operational matters regarding the Transmission Network. Each Supplier or Export Company is required to sign a “Standard Transportation Contract” (STC) with BOTAŞ (Transporter) for the transportation of Natural Gas. The STC shall include specific terms and conditions governing the rights and obligations of Transporter and Shipper regarding the flow of Natural Gas from the Transmission Network. The STC shall also include terms applicable to the delivery and/or receipt of Natural Gas by entities acting on behalf of the Shipper and to the signing of Delivery Contract with such entities.

4. NOP lays down the general and detailed rules and principles governing the rights and obligations of Transporter and Shippers regarding the transmission service, including system entry, capacity allocation, dispatch control and system balancing, Transportation Quantity Notification and Schedules, metering and the determination of transportation quantity, conditions and characteristics of the use of Transmission System and daily operation and maintenance requirements.

5. NOP aims at providing a clear, fair, transparent and non-discriminative framework for Suppliers and Export Companies that want to use the Transmission Network under the applicable legislation. In this context, the Transport shall abide by the following principles and rules:

5.1. The Natural Gas transmission activities to be performed by the Transporter shall be carried out independently from the other activities of BOTAŞ, particularly from Natural Gas wholesale/import/export activities.

5.2. BOTAŞ shall apply the same transmission and dispatch control prices to all Shippers as those applied to its own Natural Gas wholesale/import/export activities.

6. The effectiveness and modification of NOP shall be subject to the approval of EMRA.

7. After the Transporter and any Shipper signs a STC, this NOP shall constitute an integral part of the STC and shall be binding for the parties of STC.

8. None of the provisions of this NOP shall create or be interpreted as to have created a right for the Transporter against the End Users that are clients of the Shipper, or for the End-Users against the Transporter.

SECTION B

BASIC PRINCIPLES

This NOP has been prepared on the basis of the principles of;

1. Non-discrimination among equal parties, and
2. Economical, efficient and safe operation.

SECTION C

OBLIGATIONS OF TRANSPORTER

1. The obligations of Transporter with regard to transportation of Natural Gas via the Transmission Network are provided in the Operational Provisions of NOP in detail. These obligations cover the following:

- a) Receive the Natural Gas quantities delivered by the Shipper at the Entry Point in accordance with the NOP and STC and transport it via the Transmission Network,
- b) Deliver Natural Gas Quantities to the Shipper or those entities acting on behalf of the Shipper at the Exit Point in accordance with the NOP and STC,
- c) Operate the Transmission Network in a fair, transparent and non-discriminative manner in a manner expectable from a reasonable and prudent operator.,
- d) Sign and put in force the Internal Utilization Gas Contracts,
- e) Ensure that metering and calibration be performed in accordance with NOP principles,
- f) Perform all system planning and Scheduled Maintenance activities, taking into consideration the interests of all Shippers, with due regard to efficient operation of Transmission Network,
- g) Take all emergency measures to preserve the integrity of Transmission Network and establish the necessary terms and conditions,
- h) Abide by the provisions of applicable legislation.

2. The Transporter provides Standard Service under the STC. As subject to NOP and Transmission and Dispatch Control Tariff, Standard Service covers;

(i) the primary service of receiving Natural Gas Quantities up to the Reserved Capacity at the Entry Point, transporting it to Exit Point through instantaneous transfer, and making it ready for delivery at the Exit Point for off take in a manner that will not exhibit a variable hourly profile,

(ii) As ancillary services for assisting in the performance of primary service;

- 1) Making the necessary measurements for determining the Daily Entry and Daily Off take,
- 2) Making the allocations among Shippers for the determination of Daily Entry and Daily Off take,
- 3) Preparing necessary invoices and sending them to Shippers,

- 4) Providing dispatch control and system balancing service,
 - 5) Determining the conformity of Natural Gas at the Entry and Exit Point to the Gas Entry Provisions and the Quality Specifications annexed to the NOP,
 - 6) Making capacity reservation,
 - 7) Carrying out capacity transfer procedures in case of change in Supplier,
 - 8) Preparing capacity registration documents,
 - 9) Managing Emergency Case, Difficult Day and Limited Capacity Day,
 - 10) Making the Capacity Transfer and Capacity Switching Operations.
3. Upon request, the Transporter shall provide the Shipper with “Additional Service” in addition to Standard Service, under a separate contract and price. Additional Service shall cover such services as training services towards the use of Electronic Bulletin Board (EBB).

SECTION D

OBLIGATIONS OF SHIPPERS

The obligations of Shippers regarding the transportation of Natural Gas via the Transmission network are explained in detail in the Operational Provisions of NOP. These obligations shall cover the following:

- a) Deliver Natural Gas at any Entry Point on the condition that the Reserved Capacity is not exceeded, in accordance with the provisions of NOP and STC.
- b) Pay the transmission and dispatch control fees and other fees that may be incurred under the provisions of NOP,
- c) receive Natural Gas at any Exit Point in accordance with the provisions of NOP and STC, or ensure that such Natural Gas be received by entities acting on its behalf,
- d) Notify the Natural Gas transportation Quantity to the Transporter in tune with the Reserved Capacity and Maximum Hourly Quantity, and abide by its Schedule,
- e) Balance the quantities of entry to Transmission Network and off-take from the Transmission Network with the day,
- f) Ensure that any End User and/or other Third Party abide by the provisions of NOP and STC provisions,
- g) Abide by the provisions of Applicable Legislation,
- h) In case where a Transporter determines that an End User acts in a manner that seriously and adversely affects the Transmission Network, or some part of it; ensure that such End User abide by the instructions to be given by the Transporter regarding this issue.

SECTION E

INFORMATION ON THE TRANSMISSION NETWORK

The Transmission Network is monitored and controlled from the Dispatch Control Center (Gas Control Center) in Yapracık/Ankara. The Gas Control Center provides such services as controlling the optimal operation of Transmission Network and ensuring continuity in Natural Gas flow.

The telecommunication systems, which the Transporter is entitled to operate, ensure quick and efficient communication between stations and provides the on line infrastructure of the SCADA system (supervisory control and data acquisition system). Telecommunication systems consist of radio link systems and fiber optic systems.

The SCADA system at the Gas Control Center is used to control and monitor the pipelines, fiscal metering stations, pressure reduction and metering stations, pig stations, line valves and compressor stations in the Transmission Network and to ensure their optimum operation; to ensure continuity in gas flow; and to secure the balance of Natural Gas supply and demand.

The pressure, temperature, flow and similar data collected from stations are conveyed to the computers of SCADA System. These data are evaluated by the system and the physical balance (system balance) of the Transmission Network is secured, while checking whether there is any dangerous or critical situation. Where it is necessary, remote line valves and pig stations and unmanned stations are controlled via the Gas Control Center.

The EBB, which ensures the electronic data exchange between the Transporter and Shippers is also operated at the Gas Control Center.

The information about the Transporter's Natural Gas Transmission Network and about the Gas Control Center activities is posted on the web site of Transporter.

SECTION F

CONDITIONS OF APPLICATION FOR SYSTEM ENTRY PRIOR TO THE GAS YEAR:

Those, who will have capacity reservation requests for the system entry prior to the Gas Year, should submit their requests to the Transporter between September 16th (included) and October 1st (not included) These requests shall be concluded with an award of STC for the duration of 1 year covering the new Gas Year. The Transporter shall announce Maximum Allocatable Capacities to be allocated regarding the next Gas Year for Entry/Exit Points mentioned below on the EBT on September 15th.

- Entry Points

- Export Exit Points

- Other Primary Exit Points

The Transporter shall also announce each Secondary Exit Point and permissible Maximum Hourly Off take Quantities and Maximum Daily Off take Quantities.

Those, who will have capacity reservation requests in order to have the Natural Gas transported from any Entry Point to any Exit Point, should hold at least one import, export or wholesale licenses. One

copy of such license and below information and documents shall be submitted to the Transporter during applications.

a) The anticipated date for the first entry of Natural Gas to the Transmission Network and the annual amount anticipated to be transported as of this date in each Gas Year (for a period of 5 years),

b) Entry and Exit Points to the Transmission Network of the Natural Gas to be transported, the capacities requested for these points and Annual Amounts to enter these points and to be off taken from these points (on a monthly basis),

c) The Minimum Delivery Pressure requested for each Exit Point and Minimum Delivery Temperature for Primary Exit Points of which the ownership and operation right belong to the Transporter,

Natural Gas import license holders and production companies holding wholesale licenses shall submit below information and documents in addition to the above.

d) The temperature and pressure ranges of the Natural Gas to be transported at the Transmission Network Entry Point,

e) The filled form given in the Annex.1 of the NOP for the Natural Gas to be delivered to the Transporter at the Entry Point (minimum and maximum values are to be given),

Below information and documents shall also be included in the information and documents to be submitted by import license holders:

f) The provisions regarding the flow of Natural Gas taking part in the import contract and the agreement or letter of intention made with the Foreign Operator, if any.

The Applicants shall submit the Bid Bond, the sample of which is announced on the EBT and internet site of the Transporter, together with the other documents. The Bid Bond shall be effective for at least 90 Days and be in the sum of at least 15-days amount to be calculated according to the transmission capacity prices of the requested capacities valid for the current Gas Year.

The Transporter shall respond the requests of the applicants, who submit the above information and documents, within 15 (fifteen) days following the application date. The Transporter shall make evaluation of the applications by taking into consideration the principles mentioned in Part 2 of Section II. If the Transporter rejects the application, it shall inform the applicant on the justifications of rejection and the Bid Bond shall be returned to the applicant within 5 Working Days.

If the application is found qualified, the applicant shall be invited to award the STC. The applicant shall be liable to award the STC within 7 Working Days following the invitation. Otherwise, the Bid Bond of the applicant shall be recorded as revenue by the Transporter.

If the capacity reservation request of the applicant is found partially appropriate, the applicant shall be informed on the status and invited to award the STC (prepared according to the request that can be met) within 10 Working Days. If the applicant refuses to sign the STC under these circumstances, the Bid Bond shall be returned by the Transporter within 5 Working Days following the applicant's refusal notification.

Within 7 Working Days following the award of the Standard Transportation Contract, for the Reserved Capacity to be allocated at the Entry and Primary Exit Points for the new Gas Year (January 1st – December 31st), the applicant shall be required to give Performance Bond to the Transporter in the sum of 20% (twenty percent) annual amount to be calculated according to the transmission capacity prices valid for the current Gas Year.

Performance Bond shall be obtained from a bank in Turkey and issued for an indefinite period and immediately payable at the request of the Transporter. If the monthly invoices of the Transporter prepared for the Suppliers are not paid, the Performance Bond can be turned into cash for the amount equivalent to the unpaid part of the invoice (including interests). In such cases, unless the Suppliers present a new Performance Bond, the liability of the Transporter stipulated by the Standard Transportation Contract shall not continue. In the case that the Suppliers cancel the STC unilaterally, their Performance Bonds shall be turned into cash by the Transporter and recorded as revenue.

The text of the Standard Transportation Contract (STC) shall be announced on the internet site of the Transporter.

Upon the award of the STC between the Suppliers and Transporter for the new Gas Year and following the submission of capacity registration documents to the Suppliers, the Transporter shall announce the reserved capacities for the new Gas Year and Available Capacities on the Electronic Bulletin Board no later than December 1st. The issues given below in Part G shall be valid for the reservation requests for a period of less than one year for Available Capacities after December 1st.

SECTION G

CONDITIONS OF APPLICATION FOR SYSTEM ENTRY DURING THE GAS YEAR:

The Transporter shall continuously announce all Entry and Primary Exit Points, current allocated capacities at these points, Available Capacities and Secondary Exit Points connected to the Main Exits Points on the Electronic Bulletin Table and internet site.

The applicants, who will make a request for capacity reservation for at least one Month in the current Gas Year and who have not awarded the STC for the current Gas Year, shall submit the information and documents mentioned in Part F, together with capacity reservation's starting and ending date for each Entry and Main Exit Point on which they request capacity, to the Transporter for the application.

The applications shall be evaluated by the Transporter within 15 days and the procedures mentioned in Part F shall be followed for the award of the STC. The Performance Bond shall be in the sum of at least 60-days amount of the reserved capacity to be calculated according to the transmission capacity price valid on the date of application and it shall be furnished in accordance with the other conditions mentioned in Part F. The coefficient mentioned in Section II, Part 2.1.4 shall not apply to the calculation of prices regarding the capacities reserved like this.

The applications of the Suppliers for Available Capacities, who have already signed the STC, shall be evaluated by the Transporter within 3 (three) Working Days. Capacity reservation's starting and ending date for each Entry and Main Exit Point on which Shipper request capacity reservation are also

included in the Shipper's application. The coefficient mentioned in Section II, Part 2.1.4 shall apply to the calculation of prices regarding the capacities reserved like this.

SECTION H

CONDITIONS OF SYSTEM ENTRY APPLICATION FOR CONNECTION TO TRANSMISSION NETWORK

The applicants who want to connect to the Transmission System and take Natural Gas from any Exit Point shall provide the Transporter with the following information and documents:

- a) The hourly, Daily minimum and maximum Quantities of Natural Gas to be taken as well as the annual purchase Quantities for the next five-year period (on a monthly basis),
- b) The natural gas purchase-sale contract signed with the Supplier or a letter received from the relevant Supplier certifying the existence of a letter of intent,
- c) The pressure and temperature range requested at the Exit Point where the Natural Gas will be taken from the Transmission Network,
- d) For Distribution Companies, connection points to the Transmission Network and possible locations of city gate stations,

The information and documents to be submitted by other End Users shall also include;

- e) The purpose for which Natural Gas will be used (electricity generation, processing, heating, etc.),
- f) The address and position of the facility where the Natural Gas will be used and which will be connected to the Transmission Network; whether or not it is located in the municipality boundaries or contiguous areas.

The Transporter shall respond to the applications of the applicants who have submitted the above-listed information and documents, within thirty (30) days from the application date. In case the Transporter rejects such application, the rejection shall be notified to the applicant together with the justifications for the rejection. In case such application is approved, the applicant shall be informed of the procedures to be followed thereafter, including Board approval for connection, as necessary.

The Exit Point pressure reduction and metering station which is needed to be installed for the applicant to be able to take Natural Gas as well as the pipeline to be installed between the Transmission Network connection point and the entry side of the station's entry valve shall be installed by the applicant, with all costs to be financed by the applicant. In case the Transporter performs the hot-tap operation for the connection point from the Transmission Network to the applicant, the applicant shall also pay the fee for hot-tap operation to the Transporter. The parties of Connection Contract shall fulfill their obligations under the Connection Contract and make the connection within twelve months from the signing date of Connection Contract. The pipeline and/or station shall be tested and controlled by the Transporter. After these facilities are completed, Natural Gas supply is started and the new Exit Point is activated, the ownership of pipeline shall be transferred to the Transporter. The Transporter shall be responsible for the operation, maintenance, repair and rehabilitation of the

pipeline. In case a connection is made from the pipeline to new End Users, such new End Users shall pay participation fees to the End User that has financed the costs of pipeline. In determining participation fees, the Transporter shall take into account the proportion of the station capacities of End Users.

For the activation of a new Exit Point from where Natural Gas is supplied to End Users;

- (i) The pipeline and pressure reduction and metering station must be ready for operation,
- (ii) Excluding Distribution Companies, the design and construction conformity check of End-User internal installations must have been performed and approved by the transporter in accordance with the Natural Gas Market Internal Installations Regulation,
- (iii) The Supplier that has issued the document referred to in item (b) of the application documents must have informed the Transporter that it will start supplying gas.

Even though the End User has financed the cost of the station installed to supply gas to the End User, the Transporter shall own and be responsible for the operation, maintenance, repair and rehabilitation of such station. The ownership of and operation, maintenance, repair and rehabilitation responsibility for the station installed for gas supply to Distribution Companies shall be held by the Distribution Companies. However, irrespective of whether it holds the ownership and operation responsibility, the Transporter shall have the right to have access and to supervise the Metering Equipment at all Exit Point stations.

In cases where stations installed for gas supply to an End User later remains within the boundaries of a distribution region, the ownership and operation of such stations shall be transferred to the relevant Distribution Company. In this case, the necessary modifications shall be made to the STC concluded by the Transporter with the relevant Shipper and the Transporter shall update the Primary Exit Points and Secondary Exit Points posted on the EBB and its website.

The Transporter shall post, on its website, a model Connection Contract for End Users.

The applications of Storage Companies, Production Companies and other Transmission Companies for connection to transmission Network shall be concluded by the Transporter within 30 days from the application date. The connection of Storage Facilities, facilities of Transmission Companies and collection lines to the Transmission Network shall be performed under Connection Contracts to be concluded between the Transporter and Storage Company or Transmission Company or Production Company. The parties of Connection Contract shall fulfill their connection obligations under the Connection Contract and make the connection within twelve months from the signing date of Connection Contract.

SECTION I

SYSTEM ENTRY DISPUTES

In case of rejection of system entry request and arising disputes, Article 8 of the Law and Article 33 of the Natural Gas Market Licensing Regulation shall apply.

TRANSMISSION NETWORK OPERATION PRINCIPLES

PART II

OPERATIONAL PROVISIONS

SECTION 1

DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this NOP, the following terms with first letters capitalized shall bear the following meanings:

“Additional Service”: services to be delivered by the Transporter to the Shipper within the scope of a separate Contract to be signed upon the request of a Shipper, as supplementary to the Standard Service;

“Affected Party”: the party that cannot fulfill its obligations due to Force Majeur event;

“Allowable Tolerance”: tolerances mentioned in sub-clause 3.3.1.2;

“Allowed Tolerance Quantity”: the Natural Gas Quantity whose positive and negative limits are calculated according to sub-clause 3.3.1.2;

“Applicable Legislation”: the Laws, regulations, communiqués, circulars, Board decisions regarding the Natural Gas Market as well as license or licenses held by the related legal entity;

“Available Capacity”: the remaining usable capacity after capacity sales by the Transporter;

“Balancing Gas Contract”: the Contract signed between the Transporter and any Supplier for the purchase of Balancing Gas;

“Balancing Gas Price”: the price used for the calculation of Daily Imbalance Prices as mentioned in sub-clause 3.3.1.2;

“Balancing Gas”: the Natural Gas supplied to the Transmission Network by the Transporter through the instructions to be given to the Shippers or according to the provisions of the Balancing Gas Contract, for ensuring system balance aimed at a reliable and efficient operation of the Transmission Network;

“Bar”: the pressure unit equivalent to 100k Pascal;

“Bid Bond”: means the security, the sample of which is announced on the EBT and the internet site of the Transporter and which shall be submitted to the Transporter by those to make a capacity reservation request prior to the Gas Year for awarding the STC for a period of 1 (one) Year or those to make a capacity request for Available Capacities for the first time during the Gas Year;

“Board”: the Energy Market Regulatory Board;

“BOTAŞ Transmission and Dispatch Control Tariff” or **“Tariff”**: the regulation determined according to the **“Natural Gas Market Tariffs Regulation”** covering price, provisions and conditions regarding the transmission of Natural Gas by BOTAŞ;

“Capacity Overrun Fee”: the fee to be calculated pursuant to sub-clause 2.8.2;

“Confidential Information”: the information described in Article 17.1;

“Connected System Delivery Contract”: Delivery Contract signed between the Transporter and Foreign Operator or Transmission Company, Storage Company or production company operating Connected System;

“Connected System”: foreign transmission systems connected to the Transmission Network at the Entry or Exit Points of imported or exported Natural Gas, transmission systems connected to the Transmission Network in Turkey and operated by a Transmission Company, collection lines operated by a production company, and Storage Facilities operated by Storage Companies;

“Connection Agreement”: the Agreement signed between the Transporter and the Storage Company or Transmission Company;

“Connection Contract”: the Contract signed between the Transporter and entities willing to connect to the Transmission Network, for the purpose of connection to the Transmission Network;

“Cost of Internal Utilization Gas”: all cost incurred on the Transporter from the purchase of Internal Utilization Gas, including transportation costs;

“D+1”: the Day following the Day;

“D+2”: the second Day following the Day,

“D+3”: the third Day following the Day,

“D+4”: the fourth Day following the Day,

“D+5”: the fifth Day following the Day;

“D+6”: the sixth Day following the Day;

“D-1”: the Day before the Day;

“D-7”: the seventh Day before the Day;

“Daily Entry”: the Natural Gas Quantity entered by the Shipper during the Day and determined according to the NOP;

“Daily Imbalance Fee”: the fee to be paid by the Shipper for the Daily Imbalance pursuant to sub-clause 3.3.1;

“Daily Imbalance”: the imbalances calculated as mentioned in Sub-clause 3.3.1.1;

“Daily Off take”: the Natural Gas Quantity taken off by the Shipper at the Exit Point and determined according to the NOP;

“Day” (or System Day) (shortly G): the period starting at 08.00 hours on any day and ending at 08.00 hours on the following day;

“Delivery Contract”: the Contract signed for Natural Gas delivery, between the system users or those acting on behalf of them and the Transporter; or between the Storage Company and Transporter; or between the Transmission Company and Transporter;

“Delivery Qualifications”: the qualifications of the Natural Gas delivered at any Entry Point or supplied for delivery, as determined according to the Gas Entry Provisions;

“Difficult Day”: the Day when the system balance is impaired due to the increase in Natural Gas Off-take Quantities and/or decline in entry Quantities of the Suppliers and/or interruption of Natural Gas entry at any Entry Point.

“Distribution Company”: the legal entity performing Natural Gas distribution and transmission via regional gas pipeline network in a designated city,

“Electronic Bulletin Board (EBB)”: an electronic announcement board established for the parties performing activities in the Natural Gas market to monitor market movements, and operated by the Transporter;

“Emergency case”: the case described in Article 14.2;

“EMRA”: the Energy Market Regulatory Authority;

“End-User Facilities”: any facility, equipment and other property where the Natural Gas is to be used by the End-User including the facility or equipment that the Natural Gas is pressurized or processed in other types before consumption;

“End-users”: real persons or legal entities that have signed a contract with the Shipper to purchase and/or use the Natural Gas taken off by the Shipper at any Exit Point;

“Entry Point Measurement Provisions”: the provisions set out in sub-clause 5.2.1;

“Entry Point”: the point where the Natural Gas enters the Transmission Network from the Connected System and is delivered to the Transporter;

“Exit Point”: the point where the Natural Gas exits from the Transmission Network and is taken over from the Transporter, as detailed in sub-clause 6.1.2.

“Export Company”: the legal entity that markets, to foreign companies, the Natural Gas it has purchased from Production Companies and Wholesale Companies or import companies;

Export Exit Point means the point at which the Transporter delivers natural gas to a Connected System at abroad.

“Final Allocation”: the final allocation made in accordance with sub-clause 9.3;

“Flow Quantity”: instantaneous Natural Gas flow quantity;

“Force Majeur”: the circumstances described in sub-clause 19.2.1;

“Foreign Operator”: foreign network operator that operates foreign transmission system connected to the Transmission Network at Entry and Exit Points of the imported and exported Natural Gas;

“Gas Consumption Threshold”: Daily minimum Natural Gas Quantity planned to be taken off from the Primary Exit Point and Secondary Exit Point;

“Gas Entry Provisions”: the provisions set out in Article 5.2.1;

“Gas Exit Provisions”: the provisions set out in Article 6.7;

“Gas Year”: the period starting at 08.00 hours on January 1st of any year and ending at 08.00 hours on January 1st of the following calendar year;

“Gross Calorific Value”: for Natural Gas, heat Quantity (expressed in Kcal) of 1 m³ gas burnt under 1,01325 bar absolute pressure and 150 C temperature provided that the water coming out during burning is concentrated at 150 C;

“Import Company”: the legal entity purchasing Natural Gas from foreign countries in LNG or gas state for sale to Wholesale Companies, eligible consumers or import companies or direct re-sales to abroad;

“Initial Allocation”: the allocation made under sub-clause 9.2

“Internal Utilization Gas Contracts”: the contract signed by the Transporter for the procurement of Internal Utilization Gas;

“Internal Utilization Gas”: the Natural Gas described in Article 4.1;

“Interruption Balancing Fee”: the fee to be paid by the Shipper pursuant to Article 3.5;

“Interruption/Curtailment/Increase Instruction”: the instruction given by the Transporter to the Shipper regarding the interruption, curtailment or increase to be made on the Difficult Day or Limited Capacity Day or the expectation of such a Day;

“Limited Capacity Day”: the Day in which the system balance is impaired due to the increase in the Natural Gas Entry Quantities and/or decrease in the Natural Gas Off take Quantities of the Shipper;

“Main Transmission Network”: pipelines having maximum operational pressure of 75 Bar or more, on the Transmission Network;

“Maintenance Days”: the Days when the Transporter may reduce (down to zero, if necessary), due to Scheduled Maintenance, the Natural Gas Quantities it receives or delivers at the part of the Transmission System subjected to Maintenance;

“Maintenance Program”: the Maintenance program prepared by the Transporter for each Gas Year;

“Maintenance”: maintenance, repair, control, connection or renovation of any part of the Transmission Network, as well as preparatory work for these activities or all works necessary for the re-commissioning any part of the Transmission System after such activities;

“Maximum Allocatable Capacity (MRC)”: maximum total capacity that may be reserved by the Transporter at any Entry and Exit Point by taking into consideration the technical infrastructure;

“Maximum Hourly Quantity (MHQ)”: maximum Natural Gas Quantity determined on the basis of the Shipper’s Reserved Capacity at an Exit Point, as specified in the STC, and to be received at that Exit Point any time in a Day;

“Measures for Emergency Case”: the measures to prevent the Emergency Case, reduce the possibility of its occurrence, to overcome or contain it; to eliminate or mitigate its damages, and to restore the Natural Gas flow in the Transmission Network and normal operation.

“Metering Equipment”: the equipment described in sub-clause 10.2.1;

“Metering Provisions”: the provisions set out in sub-clause 10.1.1;

“Metering Tolerance”: the deviation percentage by the manufacturer for any metering equipment;

“Mid-term”: the Days in April, September and October;

“Minimum Delivery Pressure”: minimum Natural Gas pressure that the Transporter is responsible for maintaining for each Exit Point, as specified in the STC;

“Month”: the period starting at 08.00 hours on the first day of any calendar month and ending at 08.00 hr. on the first day of the following calendar month, based on which the term “Monthly” is interpreted;

“Multiple Entry Point”: the Entry Point where the capacity allocation is made for more than one Shipper;

“Multiple Exit Point”: the Exit Point where the capacity allocation is made for more than one Shipper;

“National Balancing Exit Point” means the virtual point at which a Shipper having positive imbalance is assumed to off take the Natural Gas Quantity input to the system.

“National Balancing Entry Point” means the virtual point at which a Shipper having negative imbalance is assumed to deliver the Natural Gas Quantity off taken from the system.

“Natural Gas Market Law” or “Law”: the Law No. 4646 of 18 April 2001;

“Natural Gas”: all natural hydrocarbons extracted from the ground in gaseous state, as well as other states of it as subjected to various processes for being served to the market in liquefied, compressed and other physically processed states (excluding Liquefied Petroleum Gas –LPG);

“Non-Compliant Gas”: means the Natural Gas delivered, or supplied for delivery, at any Entry Point as non-compliant with Gas Entry Provisions or Natural Gas Quality Specifications annexed to the NOP;

“Operating Protocol”: the protocol signed between the Transporter and Distribution Company to set out the terms and conditions regarding the operation of the stations whose ownership and operation rights are held by the Distribution Companies and which lays down the Natural Gas measurement and quality determinations to be performed at these stations;

“Other Party”: the party or parties who are not directly affected from a Force Majeur event but are affected via the Affected Party who cannot fulfill the liabilities;

Performance Bond” means the financial guarantee submitted by the Shipper to the Transporter in line with the capacity registration certificate that forms the basis of STC between the Transporter and Shipper, of which its amount shall be calculated in accordance with the provisions of Section F and G of Chapter I

“Primary Exit Point”: (i) station exit valve in the case of Natural Gas stations whose ownership and operation rights are held by the Transporter and are directly connected to the Main Transmission Network, and where pressure reducing and measurement functions are carried out; the isolated flange on the entry side of the station entry valve in the case of Natural Gas stations whose ownership and operation rights are not held the Transporter, (ii) export Exit Point;

“Production Company” : Legal entity engage the extraction of natural gas from the underground natural gas fields in Turkey, its refinement, purification and transportation to the transmission lines by gathering lines, in accordance with the Petroleum Law no. 6326 dated 7 March 1954,

“Program Quantity”: the Quantity in the Shipper’s Program;

“Program”: the TAN approved by the Transporter or the final approved version of TACN;

“Quantity Beyond Tolerance”: the Quantity determined according to sub-clause 3.3.1.3;

“Quantity Within Tolerance”: the Quantity determined according to sub-clause 3.3.1.3;

“Quantity”: the Natural Gas Quantity in Sm³;

“Quarter”: each successive three (3)-month period starting on January 1st, April 1st, July 1st and October 1st at 08.00 hr;

“Reserved Capacity”: the maximum Daily capacity determining the maximum limit of the Natural Gas Quantity that is to be delivered at the Entry Point or received at the Exit Point by the Transporter at any Day of the related Gas Year, provided that it is separate for each Entry and Exit Point;

“Revised Transportation Quantity Notification (RTQN)”: the notification regarding the changes requested by the Shipper in any previous TQN or RTQN or the Program;

“Scheduled Maintenance”: the planned Maintenance that may affect or limit the Natural Gas transportation of the Transporter from the Transmission Network;

“Scheduled Tolerance”: the tolerances mentioned in sub-clause 3.3.2.1;

“Scheduling Fees”: the fee to be paid by the Shipper according to sub-clause 3.3.2;

“Secondary Exit Point”: the station exit valve of the stations located on the downstream side of a Primary Exit Point, not directly connected to the Main Transmission Network and whose title and operational responsibility belongs to the Transporter”.

“Service Interruption Fee”: the fee to be paid by the Transporter according to Article 3.4;

“Shipper”: the Supplier and the Export Company that has signed a STC with the Transporter;

“Shipping Supplier” means a Supplier having signed a STC with the Transporter

“Standard Cubic Meter (Sm³)”: the Natural Gas Quantity filling one (1) cubic meter of volume at the temperature of 15 oC and absolute pressure of 1.01325 Bar with gross calorific value of 9.155 KCAL, without any steam;

“Standard Service”: service described in Part C of the Basic Provisions Section;

“Standard Transportation Contract (STC)”: the Contract signed between the Transporter and the Shipper for the provision of standard service;

“Storage Company”: the legal entity authorized to perform Natural Gas storage activities;

“Storage Facility”: the facility owned and operated by a legal entity for the storage of Natural Gas as LNG or gas, except for facilities used for production;

“Summer Period”: the period beginning at 08:00 hours on May 1st and ending at 08.00 hours on September 1st.

“Supplier”: means the Import Companies, Wholesale Companies and Production Companies selling Natural Gas to the Eligible Customers, Wholesale Companies, Import and Export Companies, Distribution Companies and CNG Selling Companies .

“System Balancing Participation Fee”: the fee mentioned in Article 3.3;

“Technical Specifications”: the specifications used by Transporter which details the standards for metering systems and technical provisions for all other relevant equipment.

“Third Party Supplier”: any person from whom a Shipper purchases or holds the right to purchase Natural Gas at any Entry Point, with the transportation via the Transmission System;

“Third Party”: the body reasonably proving that he has a direct relation with the NOP, including (but not limited to) an End-User, Connected System Operator, prospective Supplier and prospective Transmission Network System Operator;

“Transfer Exit Point” means a virtual point at which a Shipper transfers the title and risks of the natural gas to another Shipper at a certain Entry Point following completion of measurements.

“Transfer Entry Point” means a virtual point at which a Shipper acquires the title and risks of the natural gas from another Shipper at a certain Entry Point following completion of measurements.

“Transmission Company”: the legal entity performing transmission activities;

“Transmission Network Minimum Stock”: the minimum Natural Gas Quantity that needs to be kept in the Transmission Network in order to ensure the physical balance of the Transmission network and to operate it reliably;

“Transmission Network Operation Principles (NOP)”: the implementation principles (also including the possible amendments and additions) prepared by BOTAŞ in accordance with the **“Natural Gas Market Transmission Network Operation Regulation”** regulating the relations between BOTAŞ and Shippers regarding the transmission service;

“Transmission Network Stock”: the quantity of Natural Gas in the Transmission Network at the beginning of each Day;

“Transmission Network”: Natural Gas pipeline network and related facilities owned and operated by BOTAŞ used for the transmission of Natural Gas;

“Transportation Quantity Notification ()”: the notification made by the Shipper to the Transporter regarding the Natural Gas Quantity that is to be delivered to the Transmission Network and taken off from the Transmission Network in a Day;

“Transporter’s Own Use Gas”: the Natural Gas used by the Transporter for the operation of the Transmission Network as well as used for compressor stations and other purposes.

“Transporter” or BOTAŞ: Petroleum Pipeline Corporation;

“Unaccounted for Gas”: the Natural Gas leaked from any part of the Transmission Network or the gas disregarded due to the tolerance limits of the Metering Equipment;

“Un-qualified Gas”: the Natural Gas delivered, or supplied for delivery, at any Exit Point as is non-compliant with Natural Gas Quality Specifications annexed to the NOP;

“Wholesale Company”: the legal entity performing Natural Gas wholesale activity within or outside the system, without performing any transmission or distribution activity;

“Winter Period”: the period beginning at 08:00 hours on November 1st and ending at 08:00 hours on April 1st;

1.2 Interpretation

1.2.1 Unless otherwise mentioned, in the NOP;

1.2.1.1 The terms of any law, decree in the force of law, rules and regulations, communiqué, decision or circular shall cover the amendments and additions in the related regulations, and other regulations put into force under the referred legislation;

1.2.1.2 The term “any agreement, contract and document” shall cover the amendments and additions that may be made to the related agreement, contract or document;

1.2.1.3 “Working Day” shall be interpreted as a day except for Saturday, Sunday and other official holidays in Turkey;

1.2.1.4 “Hour” shall be interpreted as a local time used in Turkey;

1.2.1.5 Singular terms shall also be interpreted as plural and plural ones also as singular;

1.2.2 In the parts of NOP where any word or term is defined, similar words and phrases related with such words or phrases shall be interpreted in accordance with these definitions.

1.2.3 Section numbers or articles, clauses, sub-clauses, or headings included in this NOP are given just for facilitating the use of this NOP and they do not have any effect on the content of the section, articles, clauses, sub-clauses, or headings.

1.2.4 The term “NOP” or “Transmission Network Operation Principles” shall represent the sections and annexes of this NOP and be interpreted as a single document.

1.2.5 NOP provisions shall be effective in case of any inconsistency between the NOP provisions and the provisions of any Transportation Contract.

SECTION 2

CAPACITY RESERVATION, TRANSFER, SWITCHING, UTILIZATION

Preliminary condition for taking the services from the Transporter in order to ensure transportation of Natural Gas through transmission network is to make capacity reservation at an Entry or Exit Point and to sign a STC with the Transporter in this regard.. The term of capacity reservations is maximum one Gas Year and how the applications should be done for a new Gas Year or for the current Gas Year and the calendar regarding these are detailed in Chapter I, Sections F and G.

2.1 Application Principles for Capacity Reservation:

2.1.1 The Shipper shall have the right to use Reserved Capacity on the Transmission Network in accordance with the provisions of the STC it has signed and the NOP, and to supply Natural Gas to and take off Natural Gas from the Transmission Network, in accordance with the provisions of this Section 2. The Transporter shall make the capacity reservation according to the Entry/Exit principle on

Sm³/day basis. The STC of the Shipper shall indicate the Entry and Exit Points to be used, the reserved capacity or maximum Daily Off take for each point.

The following calculation shall be made for indicating the Reserved Capacity in kWh terms:

$$\text{Reserved Capacity (kWh/Day)} = \text{Reserved Capacity (Sm}^3\text{/Day)} \times 10.64$$

2.1.2 The Shipper shall inform the Transporter about the Entry Points, Primary Exit Points, Secondary Exit Points where he is to off take. If the Shipper is to use Secondary Exit Point, the MHQ and maximum Daily off take regarding the Secondary Exit Point shall be indicated on the STC. Total Daily off take Quantity of the Shipper at the Secondary Exit Points shall not exceed its Reserved Capacity at the Primary Exit Point on the upstream side.

If the Transporter delivers the Natural Gas to the Shipper at the Primary Exit Point, the Exit Point for the Shipper shall be the Primary Exit Point; if the Transporter delivers the gas at Secondary Exit Point, the exit point for the Shipper shall be the Secondary Exit Point. However, Entry Points and Primary Exit Points shall be taken into account for all rules and principles regarding Capacity Reservation in this NOP.

2.1.3 Shippers holding import and export licenses can request capacity reservation for Entry and Exit Points regarding only the points mentioned in their licenses for import and export purposes. In the case that these Shippers obtain new import and export licenses in addition to their existing import and export licenses, and request capacity reservations for them at Entry or Exit Point, they shall submit the copy of these licenses to the Transporter.

If a Shipper is to transfer the certain quantity of natural gas delivered at an Entry Point by him to another Shipper such Entry Point shall also be considered as a Transfer Exit Point for the transferring Shipper and maximum daily quantity that may be delivered at this point to the acquiring shipper(s) shall be indicated in the capacity reservation application. The calendar given in Section G and clause 2.1.4 shall be used for the applications within the current Gas Year in relation to Transfer Entry and Transfer Exit Point applications,

Capacity reservation demands regarding Entry Points connected to The Storage Facilities shall be made by the Shippers taking services from those Storage Facilities. Capacity reservations at these points shall be made according to the information obtained from the relevant Storage Company and total reservations at this point may exceed MAC provided that reserved capacity for each Shipper is limited to MAC.

If the Shipper may not provide or provides limited quantity of Natural Gas to the system from an Entry Point for which the Shipper is entitled to reserved capacity due to technical problems or operational concerns occurring in the Transmission Network or Connected Systems, The Spare Capacity, if any, at another Entry Point may be used.

2.1.4. Application Principles for Spare Capacity:

The Shippers may apply to the Transporter in order to use Spare Capacities announced by the Transporter for Entry and Exit Points in any period of a Gas Year (to be not less than one month). Fees

payable against utilization of Spare Capacities shall be calculated by multiplying transmission capacity amount indicated in the Tariff with below coefficients.

Period	Coefficient
Summer Period	0.80
Winter Period	1.30
Mid-Term Period	1.20

Above mentioned coefficients shall not be applied in respect to the reservations to be made from the Spare Capacity at a point for which reserved capacity was not granted before to the Shipper who had signed a STC for the current Gas Year if such reservation is made until the end of current Gas Year.

Applications for Spare Capacity shall be filed no later than 25th (twenty fifth) of each month in respect to the period commencing on the first day of succeeding month. The Transporter shall provide its reply to these applications within 3 (three) business days.

2.1.5. The Transporter shall make capacity reservations on the basis of “uninterrupted transportation service” principle and evaluate the applications for capacity reservations before the relevant Gas Year as those applications shall be valid for the whole Gas Year.

2.1.6. If a Shipper transfers total or partial quantity of the natural gas it has delivered at an Entry Point to one or multiple Shipper at the same point, capacity reservation at this Entry Point shall be made by the transferring Shipper.

2.1.7. Although information on Reserved Capacity regarding Transfer Entry Points and Transfer Exit Points are indicated in capacity registration certificate, Reserved Capacity details at those points shall be used in, TQN, RTQN and Programs and shall not be subject to capacity payments indicated in the Tariff and Capacity Overrun Fees.

2.1.8. Capacity reservations shall be made for each Entry and Exit Points without exceeding MAC applicable for those points. If total demand made for capacity reservation does not exceed MAC, reservation shall be made according to the demanded capacity and if it exceeds MAC, it shall be made in proportion with the quantities demanded.

The documents certify the sales relationship with Distribution Company and/or End User to whom gas supplied on that Exit Point, shall be submitted to Transporter.

2.1.9. The Transporter shall reserve for itself two percent (2%) of the capacity at each Entry Point for the purpose of Utilization Gas and/or Balancing Gas and MAC shall be determined on this basis. MAC for each Entry Point shall be determined according to the capacity of measurement station at the relevant point and transportation capacity of the Main Transmission Network at that region.

2.1.10. In case of capacity reservations for Main Exit Points that have Secondary Exit Points at the downstream side, if the demanded capacity exceeds MAC, then maximum daily draws at Secondary Exit Points through which each Shipper makes exit shall be taken into account.

2.1.11. Gas Utilization Threshold relating to each Main Exit Point and Secondary Exit Point in the Transmission Network shall be published by the Transporter at EBT and internet page. The

Transporter ensures that Gas Utilization Threshold is exceeded in the reserved capacity demands for Main Exit Points and in utilization demands for Secondary Exit Points.

This threshold is calculated as follows:

“Gas Utilization Threshold = Minimum hourly measurement capacity of installed Measurement Equipment x 24”.

2.1.12. The Transporter shall ensure that the pressure of natural gas at Entry Points and capacity of the Transmission Network is kept at a sufficient level in order to enable each Shipper to use its Reserved Capacity in accordance with the provisions of NOP (by taking into account natural gas pressure and capacity provided in the agreements to be entered into in respect to an Entry Point that might be commissioned in the future).

2.1.13. Bid Bond shall be returned to the Shipper within five business days after submission of the Performance Bond to the Transporter. If Performance Bond can not be submitted to the Transporter within the prescribed time, Bid Bond shall be registered as revenue by the Transporter. Performance Bonds of the Shippers whose STC has expired and who has no outstanding liabilities payable to the Transporter shall be returned within 5 business days after expiration of STC.

2.2 Rights and Obligations Regarding Reserved Capacity

2.2.1. None of the provisions of NOP shall prevent or deemed as preventing the utilization by the Transporter of the whole or a certain part of the Reserved Capacity (or any part thereof) that was not used by the relevant Shipper in accordance with the provisions of NOP or STC. The Transporter shall ensure that the capacity reserved but not used at an Entry Point by a Shipper does not exceed 20% (twenty percent) of the Reserved Capacity at that Entry Point. If the Shipper fails to use whole or part of the Reserved Capacity for a minimum period of four months due to force major event or without providing a valid reason, the Transporter shall notify to that Shipper minimum one month before that it intends to cancel unused part of that Shipper’s Reserved Capacity if the Transporter is convinced that such unused capacity will prejudice to the efficient operation of the Transmission Network or to the system planning. Upon such notification, if the Shipper fails to prove that there is a valid reason for not using whole capacity, unused capacity shall be cancelled at the end of the period indicated in the notification and then the Transporter shall make necessary modifications in STC in respect to the Reserved Capacity by notifying the Shipper. However, the Shipper shall be entitled to raise an objection no later than 15 (fifteen) days to any decision taken by the Transporter about the cancellation of unused part of the Reserved Capacity for that Shipper in accordance with the provisions of this clause 2.2.1. The Transporter shall provide its response to that objection within 15 days. If the response is negative, the Shipper may apply to EMRA in order to resolve the disagreement. The cancellation shall not be effective until the matter is resolved by EMRA.

2.2.2. Capacity Reservation made for a Shipper shall not entitle this Shipper to any managerial or auditory rights for the Transmission Network. The Transporter shall have full and absolute audit and

management rights and powers about the operation of Transmission Network and flow and pressure of natural gas within the Transmission Network.

2.3 Capacity Transfers

2.3.1 Capacity Transfers amongst the Shippers shall be made on a monthly basis covering at least one Month period at the Entry and Primary Exit Points and maximum the remaining period of the current Gas Year.

2.3.2 The Transporter shall announce regularly on the EBB the capacities requested additionally by the Shippers or the capacities notified as surplus. Within the framework of this information, the Shippers among whom capacity transfers are made shall apply together to the Transporter for the approval. In line with the transferred capacity Quantity, rights and obligations at the Primary Exit Point or Entry Point as well shall be re-determined.

2.3.3 For the realization of capacity transfer, those, who transfer or take over the transferred capacity, should meet the Gas Consumption Threshold after the transfer.

2.3.4 In accordance with the provisions of this NOP, Shippers having debt more than the value of Performance Bond given to the Transporter shall not be permitted to take over the capacity transfers.

2.3.5 If the Transporter finds the capacity transfer requests of the Suppliers technically appropriate, the Reserved Capacities of the Suppliers for the related Entry and Primary Exit Points shall be re-determined upon the realization of the capacity transfer. Upon the capacity transfer, it is a fundamental principle not to remain below the Gas Utilization Threshold at any Secondary Exit Point.

2.3.6 The Shippers, whose Reserved Capacity at any Entry or Primary Exit Point increases after capacity transfers, shall submit the Transporter an additional performance bond as much as 20% (twenty percent) of the transmission capacity fee for the transfer period of the transferred capacity.

The Suppliers, who have transferred the capacities, shall have the right to change their former bonds with the ones prepared according to the new capacities.

2.3.7 Applications for the capacity transfer shall be evaluated and responded by the Transporter according to the application order.

2.4 Capacity Transfer due to Change in Supplier

2.4.1 Capacity Transfers due to change in Supplier shall be made in case of change in the Supplier that the End-users have contracts with at the Primary Exit Points or Secondary Exit Points where gas is supplied to a single End-User. Following such a transfer, the registration documents of the related Shippers shall be re-arranged and the rights and obligations at the Primary Exit Point, where the transfer is made, and at the Secondary Exit Point, if any, where the utilization right changes, shall be transferred to the Shipper taking over. Such capacity transfers shall be valid for the remaining period of the Gas Year.

In case of capacity reservations made within the Gas Year, if the Shippers having reserved capacity at relevant Main Exit Points make a request to transfer capacity due to a change in the Shipper after having received from the Transporter a notification about the possibility of Shipper

change, the Transporter shall evaluate the requests of those Shippers in accordance with the provisions of this clause 2.4 and shall re-issue capacity registration certificates to reflect the capacity, if any, to be transferred due to a change in the Supplier.

2.4.2 Taking over Shipper shall be obliged to apply to the Transporter for the realization of the capacity transfer due to a change in Supplier. Upon such an application, the Transporter shall immediately inform the handing over Shipper. For the approval of the application, the taking over Shipper is required not to have any debt to the Transporter more than the current performance bond amount and he is required to prove the existence of the natural gas purchase-sale contract signed with the End-user.

2.4.3 If such a capacity transfer is made at a Secondary Exit Point due to a change in Supplier, the handing over Shipper shall inform the Transporter about the requested new capacity (provided that it is not more than the transferred capacity) at the related Primary Exit Point until the 25th day of the preceding month of the Month that the transfer is to be realized. If this request is not submitted to the Transporter, the Reserved Capacity of the Shipper at the Primary Exit Point shall be reduced as much as the transferred quantity.

2.5 Capacity Switching

2.5.1. A Shipper may request for capacity switching from a Main Exit Point indicated in its STC to any Main Exit Point having Spare Capacity in respect to monthly periods of the current Gas Year. If the Transporter deems that this request is technically feasible, the switching shall be made and Reserved Capacities for those Main Exit Points shall be determined again and capacity registration certificate shall also be revised to incorporate these changes. Applications for capacity switching shall be evaluated and replied by the Transporter according to the order of applications.

2.5.2 It is essential that total Reserved Capacity at the Primary Exit Points where Capacity Switching is realized, be equal before and after the switching and not to fall below the Gas Consumption Threshold at the related Primary Exit Point. For the approval of the requested Capacity Switching, the transportation capacity of the Transmission Network should be suitable to meet this request at that point. Besides, there should not be any negative effect on the efficient operation of the metering equipment at the Primary Exit Points.

2.5.3 Capacity Switching can not be done between the Entry Points, different exit zones mentioned in the Tariff and amongst the Shippers. The Transporter shall have the below rights and powers:

- 1) reject any capacity switching request,
- 2) limit the capacity quantity to be switched,
- 3) cancel any capacity switching partially or completely based on the impairment of the Transmission Network balance due to irregular gas off take profile at the Primary Exit Points where the switching is realized.

2.6 Application Principles for Capacity Transfer and Switching

The requests regarding the capacity transfer, capacity transfer due to supplier change and capacity switching shall be informed to the Transporter by the Shippers until the 20th of the previous month for which the transfer or switching is anticipated. The Transporter shall respond the requests until the 25th of the previous month that the transfer or switching is to be anticipated. It is considered that the capacity transfers and switching shall begin on the first day of the month.

Depending on the case, below issues shall also be included in the notifications for capacity transfer, capacity transfer due to supplier change and capacity switching requests:

- (i) The related Entry Point and Primary Exit Point and the Secondary Exit Point on the downstream side, if any,
- (ii) The requested period for the related transfers and switching (on a monthly basis)
- (iii) Reserved Capacity quantity to be transferred / switched,
- (iv) Taking over/handing over Shippers

The application forms indicating the above-mentioned information to be used for the requests regarding the capacity transfer, capacity transfer due to supplier change and capacity switching shall be announced on the EBB.

2.7 Capacity Registration

2.7.1 Shippers shall be registered as Reserved Capacity holders during the Gas Year for the Entry and/or Primary Exit Points that they use following the capacity reservations become definite. MHQ for the Primary Exit Points and Secondary Exit Points to be used, if any, and maximum Daily Off takes and MHQ for these points shall be registered on their registration documents. The Transporter shall keep the register regarding the registered capacities and points in line with the confidentiality rules. The copy of the capacity registration document to be prepared for each Shipper shall be considered as an annex to the STC of the Shipper. The capacity registration documents shall be re-arranged by the Transporter depending on the Available Capacity sales, capacity transfers, capacity transfers due to supplier change or capacity switching. The capacity registration documents shall be sent to the Shippers within one week following their preparation.

2.7.2 If an Entry Point is also used as Transfer Entry Point or Transfer Exit Point, this shall be indicated in the capacity registration certificates of the relevant Shippers. Capacity quantities indicated for Transfer Entry and Transfer Exit Points shall be used in TQN, RTQN, programs and procedures relating to Balancing and shall not cause any liability to pay capacity amount or fee for capacity excess at that Entry Point.

2.8 Capacity Overrun

2.8.1 In the case that the Shipper exceeds the Reserved Capacity at the Entry or Primary Exit Point, he shall pay Capacity Overrun Fee and if he is required to reduce the gas delivery/off take to the Reserved Capacity level by the Transporter, he shall meet this requirement.

2.8.2 Capacity Overrun Fee shall be calculated by multiplying the transmission capacity fee in the tariff with the below mentioned coefficients for each Day for the quantities in excess of the Reserved Capacity at each Entry Point and Primary Exit Point and be accrued for the excess quantity of Reserved Capacity:

Period	Factor
Winter Period	1,50
Mid-Term Period	1.25
Summer Period	1.10

2.9 Liability to Increase Reserved Capacity

If a Shipper exceeds the Reserved Capacity for eight times or more at any Entry or Exit Point within one month in the period between 1st of January – 31st of March, such Shipper is obliged to purchase the capacity corresponding to the difference between daily maximum natural gas quantity drawn or provided in the relevant month and quantity of Reserved Capacity at that point and such purchase shall be valid from the beginning of STC until the end of STC and the Shipper shall make the payment in accordance with the provisions of clause 2.1.4. Thereafter Reserved Capacity determined for that Shipper shall be determined again and capacity registration certificate shall be re-issued to incorporate those changes. This application shall not entitle the Shipper to claim rights for Amounts Payable for Capacity Excess that was applicable in line with its previous Reserved Capacity.

SECTION 3

DISPATCH CONTROL AND SYSTEM BALANCING

3.1 Overview

3.1.1 The Shippers shall be obliged to balance the Daily Entry and Daily Off take.

3.1.2 The Transporter shall be obliged to ensure the physical balance of the Transmission Network.

3.1.3 Dispatch Control Fees to be paid by the Shippers in the case that they impair the system balance are explained in Articles 3.3 and 3.5. In addition to this, the Transporter may limit or stop gas off take from the Transmission Network or gas entry to the Transmission Network by the related Shipper in case any Natural Gas Off take or entry is found to be beyond the Permitted Tolerances.

3.1.4 For an accurate determination to be made by the Transporter regarding the required Natural Gas Quantity and flow regime for the next day, the Shippers shall submit to the Transporter the and R, if necessary, according to Part 7 and act according to the Programs.

3.1.5 The Transporter shall be able to conclude separate Balancing Gas Contracts for each Entry Point and notify the Shipping Suppliers about the appropriate Entry Point where Balancing Gas is to be taken off for the physical balancing of the Transmission Network. The priority for such notifications regarding the physical balancing of the Transmission Network shall be given to the Shipper with whom the Balancing Gas Contract is signed. However, in the case that there is insufficient Natural Gas taken within the scope of the Balancing Gas Contract or there is a need for the Transporter to take

Natural Gas from the Entry Point that has no Balancing Gas Contract, the Transporter shall be able to notify the appropriate Shipping Supplier to deliver Natural Gas more than the quantity anticipated in his Program. If the Shipping Suppliers do not conform to these notifications of the Transporter, they should prove to the Transporter that they do not have sufficient supply opportunities.

3.2 Imbalances

Participation Fee for System balancing and if necessary Interruption Balancing Fee shall be charged to the Supplier giving rise to Daily Imbalances.

If the Shipper that gives rise to system imbalance cannot be determined during the Day and if it is suffered to secure the physical balance of the system, the Transporter shall be able to instruct any Supplier to make increase at the Entry Point or make reduction at the Exit Point.

The Shippers, who increases or decreases their natural gas supply quantities out of their Program at Entry and Exit Points at the request of the Transporter, shall be permitted to perform RTQN in order to enter additional quantity to the National Balancing Point during that day,

a) If the daily imbalance on such day for the Shipper who is given such increase instructions at an Entry Point or decrease instruction at an Exit Point;

i) is positive, an amount shall be calculated on the basis of price offered by the Shipper for Balancing Gas in that month with respect to the quantity of Natural Gas left at the system (National Balancing Exit Point Quantity) or to the quantity mentioned in the instructions given by the Transporter for increasing/decreasing purposes (whichever is lower) and shall be registered by the Transporter as payable in favor of that Shipper; the Daily Imbalance Fee shall not be charged pertaining to these amount. Fees Payable for Capacity Excess and Scheduling Fees shall not be charged to those Shippers that are instructed to increase quantity at Entry Points or decrease quantity at Exit Points. The Daily Imbalance Fees shall not be charged for those amounts.

ii) Is negative, then the rules pertaining to the imbalance, Capacity Overrun Fees and Scheduling Fees shall be applied without any exceptions.

b) If the daily imbalance on such day for the Shipper who is given such decrease instructions at an Entry Point or increase instruction at an Exit Point;

i) is negative, an amount shall be calculated on the basis of Balancing Gas Price of the Month with respect to the quantity of Natural Gas off taken from the system (National Balancing Entry Point Quantity) and shall be registered by the Transporter as claims against the Shipper; the Beyond Tolerance Quantity of this amount (if occurred) shall be considered as the Within Tolerance Quantity. Capacity Overrun Fee and Scheduling Fee at the Exit Points given increase instructions and The Entry Points given decrease instructions shall not be applied for that kind of Shipper.

ii) Is positive, then the rules pertaining to the imbalance, Capacity Overrun Fees and Scheduling Fees shall be applied without any exceptions.

3.3. System Balancing Participation Fee

System Balancing Participation Fee shall include the “Daily Imbalance Fee” and “Scheduling Fee”.

3.3.1 Daily Imbalance Fees

3.3.1.1 Daily Imbalance for any Shipper shall be calculated as a difference between the below items regarding each Day:

- (a) Total Daily Input at the Entry Points where the Shipper delivers Natural Gas at, and
- (b) Total Daily Off takes at the Exit Points from where the Shipper takes off Natural Gas.

If the quantity in sub-clause 3.3.1.1 (a) is more than the quantity in sub-clause 3.3.1.1(b), the Daily Imbalance shall be positive; if the quantity in sub-clause 3.3.1.1(b) is higher than the quantity in sub-clause 3.3.1.1 (a), the Daily Imbalance shall be negative. If the Daily Imbalance is positive, it shall be accepted that the Shipper has left Natural Gas at the system; if the Daily Imbalance is negative, it shall be accepted that the Shipper has taken Natural Gas from the system. In case the Shipper leaves Natural Gas in the system, the Transporter shall make payment to the related Shipper for the Daily Imbalance Quantity based on the Balancing Gas Price.

The Daily Inputs and Daily Off takes of the Shippers shall be determined according to the provisions of Part 9.

3.3.1.2 Tolerance Levels Permitted for Balancing

Permitted Tolerances are given at the below table.

ENTRY QUANTITY Interval (Sm ³)	A	B	Permitted Tolerance (C)
0-500.000	0	G	+/- 0,12 (% 12)
500.001-1.000.000	+/- 60.000	G-500.000	+/- 0,08 (% 8)
1.000.001-2.000.000	+/- 100.000	G-1.000.000	+/- 0,06 (% 6)
2.000.001-4.000.000	+/- 160.000	G-2.000.000	+/- 0,05 (% 5)
4.000.001 and above	+/- 260.000	G-4.000.000	+/- 0,04 (% 4)

$T=A+(B*C)$

T: The Permitted Tolerance Quantity

G: Total Daily Input

The positive or negative limits of the Permitted Tolerance Quantities shall be calculated according to the above formula.

The Shippers, whose Daily Imbalance is positive and Permitted Tolerance Quantity is within positive limits, is within acceptable limits. The Shippers, whose Daily Imbalance is negative and Permitted Tolerance Quantity is within and beyond negative limits, and the Shippers, whose Daily Imbalance is positive and Permitted Tolerance Quantity is beyond positive limits, are beyond acceptable limits.

The Permitted Tolerances shall be reviewed each year, and if necessary, shall be revised according to the provisions of Part 21.

To eliminate any doubt, there shall be no Permitted Tolerance for a Shipper with zero gas flow in any Day.

The Balancing Gas Price mentioned in the Tariff shall be used for the calculation of Daily Imbalance Fees.

The Shipping Suppliers except for those with Balancing Gas Contract shall submit Balancing Gas Price proposals for each month to the Transporter until the 25th of the previous month.

Payments to be made to the Shippers for the Balancing Gas supplied to the Transmission Network at the request of the Transporter shall be calculated according to the prices offered by such Shipper for Balancing Gas or according to the price determined in the Balancing Gas Agreement of such Shipper.

3.3.1.3 Within the scope of Part 3, for each Shipper for each Day:

a) "Within Tolerance Quantity" shall be,

Daily Imbalance Quantity if the Daily Imbalance does not exceed the Permitted Tolerance Quantity, or Permitted Tolerance Quantity if the Daily Imbalance exceeds the Permitted Tolerance Quantity;

b) "Beyond Tolerance Quantity" shall mean the quantity of Daily Imbalance exceeding the Permitted Tolerance Quantity.

3.3.1.4 The Daily Imbalance Fee shall be calculated as follows.

i) If the Daily Imbalance is negative and does not exceed the Permitted Tolerance Quantity;

Daily Imbalance Fee = WTQ*BGP

ii) If the Daily Imbalance is negative and exceeds the Permitted Tolerance Quantity;

Daily Imbalance Fee= (WTQ*BGP) + (BTQ*BGP*F)

iii) If the Daily Imbalance is positive and exceeds the Permitted Tolerance Quantity;

Daily Imbalance Fee = BTQ*BGP*F

Where;

WTQ : Absolute value of the Within Tolerance Quantity

BTQ : Absolute value of the Beyond Tolerance Quantity

BGP : Balancing Gas Price

F : Factor as indicated in the Tariff

(i) If the Daily Imbalance is negative and does not exceed permitted tolerance quantity; Daily Imbalance Fee = WTQ*BGP

(ii) If the Daily Imbalance is negative and exceeds permitted tolerance quantity;

Daily Imbalance Fee = (WTQ*BGP) + (BTQ*BGP*F)

(iii) If the Daily Imbalance is positive and exceeds permitted tolerance quantity;

Daily Imbalance Fee = BTQ*BGP*F

Factors (F) to be used shall be determined in the Tariff depending on whether Daily Imbalance is positive and negative during the period when the imbalance occurs: in Summer Period, Winter Period or Intermediate Period

All records of the Transporter regarding Balancing Gas shall be open to the review by the Shippers.

3.3.1.5 Daily Imbalance of each Shipper for any Day shall be calculated according to the method detailed in Part 9. In accordance with the provisions of Part 18, a cumulative calculation shall be made at the end of the month (based on daily accruals) and the invoicing be made accordingly.

3.3.2 Scheduling Fees

3.3.2.1 Scheduling Fees shall be calculated for Storage Facilities, LNG Terminals, Entry Points of the production facilities within the country and separately for each Exit Point for those days when the difference between the below items exceeds the Scheduled Tolerance Quantity and they shall be paid by shippers. The Scheduling Fees regarding Primary Exit Points having Secondary Exit Points at lower flow shall apply only for the Secondary Exit Points.

(i) Daily Entry and Daily Off take Quantities of the Shipper at the Entry and Exit Points in a Day determined as a result of allocation made according to Part 9, and

(ii) Natural Gas Quantities mentioned in the Program of that Day.

Scheduled Tolerance Quantity means the Natural Gas Quantity more or less than the Natural Gas Quantities mentioned in the Program of the Shipper.

The negative and positive limits of the Scheduled Tolerance Quantities shall be calculated according to the below formula and tables.

For Entry Points:

Quantity for Entry Point as mentioned in the Program of the Shipper (Sm3)	A	B	Scheduled Tolerance (C)
0-500.000	0	G	+/- 0,15 (%15)
500.001-1000000	+/- 75.000	G-500.000	+/- 0,12 (%12)
1.000.001-2.000.000	+/- 135.000	G-1.000.000	+/- 0,10 (%10)
2.000.001-4.000.000	+/- 235.000	G-2.000.000	+/- 0,09 (%9)
4.000.001 and more	+/- 415.000	G-4.000.000	+/- 0,07 (%7)

For Exit Points:

Quantity for Exit Point as mentioned in the Program of the Shipper (Sm3)	A	B	Scheduled Tolerance (C)
0-100.000	0	Ç	+/- 1,00 (%100)
100.001-250.000	+/- 100.000	Ç-100.000	+/- 0,12 (%12)
250.001-1.000.000	+/- 118.000	Ç-250.000	+/- 0,10 (%10)
1.000.001-2.000.000	+/- 193.000	Ç-1.000.000	+/- 0,06 (%6)
2.000.001 and more	+/- 253.000	Ç-2.000.000	+/- 0,04 (%4)

$$D=A+(B*C)$$

D: Scheduled Tolerance Quantity

G: Entry Quantity in the Program

| Ç: Exit Quantity in the Program |

Scheduling Fees shall not be applied at the Multiple Exit Point at which the difference between the total daily off take and total program of the Shippers does not exceed the Scheduled Tolerance Values above mentioned

3.3.2.2 The Shipper shall pay a Scheduling Fee as specified in the Tariff, for the absolute value of the part of the Daily Delivery and/or Daily Off take in excess of the Scheduled Tolerance Quantity.

3.4 Service Interruption Fees

In the event that the system balance is spoiled and interruption occurs at the Exit Point as a result of the Transporter's own operation faults, the Transporter shall be liable to pay Service Interruption Fee to the Shipper that are affected by the interruption or reduction provided that the Shipper and those acting on behalf of them are in compliant with the provisions of the NOP and Delivery Contract. These fees shall apply separately for each Exit Point and be valid for the Natural Gas Volumes that are delivered below the minimum delivery pressure mentioned in the Delivery Contracts. Under any circumstances, even if fallen under the minimum delivery pressure, the Service Interruption Fee shall not be charged for an instant flow over/exceeding the average hourly flow amount to be calculated at the total amount taking part in the final and approved Program of the Shipper.

In order to eliminate conflicts, the Service Interruption Fee shall not apply for any the Entry Point.

The Service Interruption Fee regarding any Exit Point shall be calculated as follows.

Service Interruption Fee = Interrupted Amount * (Service Interruption Fee as indicated in the Tariff)

3.5 Interruption Balancing Fee

In case there is an interruption or reduction in Natural Gas delivery of the Transporter to another Shipper due to impaired system balance caused by the fact that daily off take of a Shipper is more than his Daily delivery, the defaulted Shipper shall also pay Interruption Balancing Fee to the affected Shipper, in addition to System Balancing Participation Fee. The total amount of Interruption Balancing Fee shall be calculated as follows:

Total Quantity = (the quantity of interruption or reduction) x Interruption Balancing Fee as indicated in the Tariff.

3.6. National Balancing Entry and Exit Points

National Balancing Entry Point and National Balancing Exit Point are virtual points that have no physical existence in the Transmission Network and are involved to ensure trading among Shippers in order to remedy for imbalances. These points shall be used under below mentioned conditions in

procedures aiming to determine daily imbalances of the Shippers following final allocations in s, Rs, and Programs and at the end of the day.

3.6.1. If a Shipper is to deliver at Entry Points natural gas in excess of total drawing quantity determined at Exit Points in order to cover for supply deficiency of another Shipper, this excessive quantity shall be indicated in TQN as the quantity to be drawn from National Balancing Exit Point and identity of the Shippers that will draw from that point shall be indicated together with such quantity. This quantity shall be indicated in TQN of the Shipper suffering supply deficiency as the Quantity to be provided through National Balancing Entry Point. In TQNs, Quantities mentioned at National Balancing Exit Points and Quantities mentioned at National Balancing Entry Points must be equal to each other in total and any incompliant TQNs shall not be approved by the Transporter and should be revised at the request of the Transporter.

3.6.2. The Shippers may perform end of the day trading among themselves on the basis of the Quantities mentioned in National Balancing Entry and Exit Points until G+6 at 12:00 hours on that day and may notify the Transporter on agreed quantities. Upon these notifications, the Transporter shall announce at EBT on G+6 at 16:00 hours Daily Imbalances of the Shippers.

3.6.3. After completing end of the day trading, amount payable to the Shippers who were instructed to increase quantity at an Entry Point or instructed to decrease quantity at an Exit Point shall be calculated with respect to the Quantity outstanding at National Balancing Exit Point by taking as a basis price offered for Balancing Gas (provided that such Quantity is in excess of the Quantity mentioned in the instructions). Daily Imbalance Fees for all other outstanding Quantities shall be calculated in accordance with the provisions of sub-clause 3.3.1.4.

3.7 If the Final Allocation of the shipper at the Entry Points where the Natural Gas is imported (except for LNG Terminals) is more than the volume taking part in its Program, the Beyond Tolerance Quantity (if occurred) to apply this shipper shall be deducted as much as the difference between Final Allocation Volume and the Program Volume, and the deducted amount shall be considered as Within Tolerance Quantity.

Even though the Shippers deliver the Natural Gas compliant at the aforementioned Entry Points, if the Transporter's off take quantity is less than the total quantity stated in the Program, such Shippers, to whom the less quantity from the quantity stated in his Program is Allocated as the Final Allocation, and, whose Daily Imbalance is negative, the Beyond Tolerance Quantity (if occurred) shall be deducted as much as the less quantity under consideration and the deducted amount shall be considered as Within Tolerance Quantity.

SECTION 4

INTERNAL UTILIZATION GAS

4.1 Internal Utilization Gas

Internal Utilization Gas shall cover the Transporter's Own-Use Gas, Transmission Network Stock, and Unaccounted for Gas.

4.2 Internal Utilization Gas Contracts

4.2.1 The Transporter shall sign necessary Internal Utilization Gas Contracts in accordance with the provisions of this Part 4 for supplying Internal Utilization Gas.

4.2.2 The Transporter shall make all efforts to prevent unnecessary costs to meet the Internal Utilization Gas and sign Internal Utilization Gas Contracts through tendering procedures. These Contracts can either be the part of the Balancing Gas Contracts of that Gas Year or be separate from such Contracts.

4.2.3 The Transporter shall take the Internal Utilization Gas at the Entry Point and use it to meet the operational needs.

4.2.4 Prior to the commencement of each Gas Year, the Transporter shall make an estimation of the Quantity and cost of the Internal Utilization Gas to be purchased within the following year.

4.3 Transmission Network Stock

The Transporter shall announce the Transmission Network Minimum Stock amount for the segments of the Main Transmission Network separately at the beginning of each Gas Year on the EBB.

The Transporter shall perform the Balancing operations in such a manner that the minimum and maximum pressure is to be 50-75 Barg at the Main Transmission Network segments within a Day.

If new Transmission Network segments are commissioned within the Gas Year, the information regarding Transmission Network Minimum Stock amount shall be revised and re-announced on the EBB.

4.4 Costs of Internal Utilization Gas

The Transporter shall take into consideration the Internal Utilization Gas Costs in the Tariff proposals to be submitted to EMRA. In the Tariff proposals, the Quantity for Unaccounted for Gas shall be determined such that it shall not exceed 2% (two percent) of the Natural Gas Quantity planned to be transported in the Gas Year and by taking the average of the values of the previous five Gas Years.

4.5 Calculation of the Internal Utilization Gas

The Transporter shall be responsible for equipping the required metering Equipment, keeping the metering records and recording special calculations regarding the calculation of Internal Utilization Gas.

4.6 Accounting of the Internal Utilization Gas

The Transporter shall keep the records of the Quantity of Natural Gas used as Internal Utilization Gas completely and accurately.

SECTION 5

ENTRY TERMS

5.1 Overview

5.1. This Section sets out the Natural Gas delivery provisions of the Shipper at Entry Points, the principles for the acceptance of Natural Gas by the Transporter at the Entry Points, and the limitations to such acceptance of Natural Gas by the Transporter.

The delivery of Natural Gas to the Transmission Network at the Entry Points shall be done in compliance with the Gas Entry Provisions defined in this Section 5.

5.1.2 Connected System Delivery Contract

5.1.2.1 The technical specifications for the stations where the measurement is made for the Natural Gas entry to the Transmission System at the related Entry Point, operational activities, entry provisions of the delivered Natural Gas, determination of the Delivery Qualifications shall be regulated under the Connected System Delivery Contract.

5.1.2.2 The presence of the Connected Transmission System Delivery Contract shall not remove the obligations of the Shipper under the NOP and the Transporter shall not be obliged by the Shipper to take measures for any liability under the Connected Transmission System Delivery Contract. Any Shipper, who causes the Transporter to violate the Connected Transmission System Delivery Contract, shall recover the losses of the Transporter if any loss occurs.

5.2 Gas Entry Provisions

5.2.1 Below provisions 2 (a), (b) and (d) and (1) of Gas Entry Provisions in Connected System Delivery Contract regarding any Entry Point, and the obligations of the Shipper regarding the fulfillment of the obligations of the Transporter in the Connected System Delivery Contract shall be preserved in the STC and/or Delivery Contracts of the Shippers using the same Entry Point. Gas Entry Provisions included in the Connected System Delivery Contract shall include:

- 1) the location of the Connected System and name of the Foreign Operator or Transmission Company or Storage Company or production company;
- 2) the below details for the subject Entry Point:
 - a) limits and other conditions applicable to chemical composition of the delivered Natural Gas or Natural Gas supplied for delivery, H₂S, mercaptane sulfur, total sulfur, minimum and maximum pressure, minimum and maximum temperature, water dew point, hydrocarbon dew point, O₂ analysis and other specifications,
 - b) metering of the delivered Natural Gas or Natural Gas supplied for delivery, chemical qualifications, sampling and analysis for the determination of other qualifications, determination of Gross Calorific Value and other specifications, determination of its quantity,
 - c) Information of the Transporter, Foreign Operator, or Transmission Company, or Storage Company, or Production Company on the values determined according to the above (b),
 - d) Procedures, methods and standards including Entry Point Metering Provisions regarding the details referred to items in (a), (b) and (c).

5.2.2 The Transporter shall have the right to reject the Natural Gas delivery at the related Entry Point if it considers that the provisions of the NOP cannot be fulfilled due to the negative effect on the

operation of the Transmission Network or part of it, due to non-compliance with any of the Gas Entry Provisions, until such non-compliance is eliminated. However, the utilization of this right shall be subject to the Transporter's fulfillment of its responsibilities under the Connected System Delivery Contract. Before exercising this right, the Transporter shall make its best efforts to notify all Shippers about this rejection and other details.

5.3 Natural Gas Delivery by the Shipper

5.3.1 The submittal of Natural Gas to the Transporter for delivery or its delivery shall be performed by the Shippers or entities acting on behalf of Shippers. All obligations regarding the Natural Gas delivered or submitted for delivery shall belong to the Shipper himself.

5.3.2 Each of the Shippers using the Multiple Entry Point shall be deemed to have delivered the Natural Gas or submitted it for delivery with the same delivery specifications as each of the other Shipper. All such gas delivered or submitted for delivery shall be allocated among the Shippers according to the provisions of article 9.

5.4 Compliance with Gas Entry Provisions

5.4.1 The Shippers shall not deliver "Non-Compliant Gas" or submit it for delivery.

5.4.2 The Transporter shall make a notification to the related Shipper if Non-Compliant Gas is supplied for delivery. The Transporter may take the following actions until the Shipper complies with the conditions of the related Gas Entry Provisions and the Quality Specification annexed to the NOP regarding the Natural Gas supplied for delivery at the Entry Point:

- a) Reject whole or partial delivery of the Non-Compliant Gas,
- b) Take the necessary measures to ensure that the Non-Compliant Gas becomes compliant with the Gas Entry Provisions and the Quality Specifications annexed to the NOP.

5.4.3 In the event that Non-Compliant Natural Gas is delivered or supplied for delivery, the rights, obligations and the responsibilities of the Transporter and the related Shipper shall be determined in compliance with the provisions of Article 11.3.

5.4.4 As soon as the Transporter notices that Non-Compliant Natural Gas is delivered to the Transmission Network, the Transporter shall promptly inform the Shipper using the related Entry Point of the situation.

5.5 Entry Restrictions

In accordance with the provisions of NOP, if the Transporter cannot completely or partially accept the Natural Gas supplied by the Shipper for delivery because of an Emergency Case, Maintenance, Force Major or Limited Capacity Day, he shall be exempted from the obligations regarding the complete or partial acceptance or delivery of the Natural Gas supplied for delivery at the Entry Point.

5.6 Limited Delivery of the Natural Gas

5.6.1 If the Transporter realizes that there is a Limited Capacity Day or that it is approaching, he shall have the right to reduce or interrupt the Flow Quantity at the Entry Point and take the necessary measures for this.

5.6.2 If the Limited Capacity Day has an effect on any Entry Point and the Transporter uses the rights mentioned in 5.6.1, the Transporter shall make the reduction in Flow Quantity through distributing it on a non-discriminative basis.

5.7 Entry Points

5.7.1 The party to operate the Metering Station for the Entry Point shall be specified in the Connected System Delivery Contract.

5.7.2 In case the Entry Point and Metering Station to meter the Natural Gas flowing from that Point are located at different places, there shall be no exit from the pipeline between the Entry Point and the Metering Station.

5.7.3 The supervision of Metering Equipment at the Metering Stations shall be made by the Transporter or Connected System Operator under the oversight of the Shipper and Transporter or the Connected System operator.

5.7.4 The Transporter shall be able to establish new Entry Points to the Transmission Network at an available time and place in order to ensure the reliable transportation of the Natural Gas to the Transmission Network. In case new Entry Points are established, the Transporter shall update the Entry Points posted on its website.

SECTION 6

EXIT TERMS

6.1 Overview

6.1.1 The provisions of this Section 6 shall apply to the Natural Gas Off take from the Transmission Network at Exit Points.

6.1.2 The Exit Point shall be the Primary or Secondary Exit Point where the Natural Gas is taken off the Transmission Network by the Shipper and the Point where the Natural Gas is delivered to Connected System except for foreign transmission systems.

6.1.3 The pressure, temperature, Reserved Capacity or maximum Daily off take, the MHQ for the Exit Point and the specifications of the Natural Gas to be delivered at this Exit Point shall be indicated in the STC.

6.1.4 The general conditions regarding metering Equipment to be used for Exit Points and applicable metering conditions are provided in Section 10. Special conditions shall be indicated in Connection Agreements and/or relevant Delivery Contracts.

6.1.5 In specific circumstances as explained in this NOP, the Transporter shall not be considered to have violated the obligation of keeping Natural Gas available for off take from the related Exit Point or Points in cases where it permanently or temporarily ceases the Natural Gas connection to the facilities of the End-users, or rejects the transportation of gas.

6.1.6 The Transporter and the Shipper know and agree that any Exit Point can at the same time be Entry Point, and vice versa. Therefore although points where Storage Facilities (including LNG Terminals) are connected to the Transmission Network are defined as an Entry Point, in case of injections from Transmission Network to the Storage Facilities (excluding LNG Terminals), such points shall be considered as Exit Point.

6.2 Metering of Gas Taken Off

For the determination of the Natural Gas Off take Quantity at the Exit Point, the metering Equipment necessary for metering and recording the Natural Gas in accordance with the provisions of Section 10 shall be installed in accordance with the Technical Specifications, Delivery Contract or Connected System Delivery Contract. The related Technical Specifications shall be an integral part of the Connected System Delivery Contract.

6.3 Gas Off take Conditions

The Chemical Composition of the Natural Gas delivered at the Exit Point by the Transporter and gas off take conditions regarding Minimum Delivery Pressure shall be determined in accordance with the provisions of Section 11 and the related STC and/or Delivery Contract.

6.4 Gas Off take Point

Gas Off take Point shall be explained in the related STC and/or Delivery Contract and Connected System Delivery Contract or Operational Protocol and also be indicated on a drawing.

6.5 Gas Off take Right and Obligations of Shippers

6.5.1 The Shipper shall have the right to take off Natural Gas Quantities from the Exit Point which they deliver at the Entry Point in compliance with the Program, Article 6.6 and the provisions of Section 14, provided that such Quantities do not exceed the Reserved Capacity.

6.5.2 The Shipper shall not perform Natural Gas Off take exceeding Natural Gas Quantity delivered at the Entry Point in a Day, or MDQ or Reserved Capacity. The Transporter shall not be obliged to deliver the Natural Gas Quantity in excess of the quantity delivered at the Entry Point in a Day, or MDQ or Reserved Capacity.

6.5.3 If the Transporter considers that the operational security of the Transmission Network is under risk or there is a negative effect on the transmission service delivered to other Shippers or it is under risk due to the Natural Gas Quantity taken off more than MHQ mentioned in the STC, he shall have the right to interrupt or reduce the Natural Gas delivery at the related Exit Point until the related problem is eliminated or the system is restored.

In such a case, as stipulated in the related STC, the Transporter shall inform the related party that the Natural Gas Off take will be ceased or it will suspend the Natural Gas delivery. However, the Transporter shall exert maximum efforts not to stop Natural gas delivery if it thinks that there are alternative solutions under existing conditions.

6.6 Compliance with the Profile

Hourly Quantities of that Day can be included in the TQN of the Shipper. Subject to the provisions of the NOP and STC and provided that the MHQ is not exceeded, the Transporter shall exert maximum effort to meet Daily Off take Quantities having variable hourly profile. The Transporter shall not be obliged to meet Daily Off take Quantities having variable hourly profile.

6.7 Delivery Contracts: Gas Exit Provisions

Gas Exit Provisions for an Exit Point shall be preserved in the STC and/or Delivery Contracts of the Shippers using the same Exit Point. The Shippers shall have the right to take off Natural Gas according to the provisions of Section 6, as well as the Gas Exit Provisions of the STC and/or Delivery Contract.

Gas Exit Provisions regarding each Exit Point shall include the following:

- 1) The Exit Point and the place where the Natural Gas is actually consumed, if any,
- 2) The equipment and the station installed,
- 3) Provisions regarding Metering Equipment and the application of metering standards,
- 4) Minimum Delivery Pressure and Maximum Delivery Pressure of the Natural Gas,
- 5) Any additional procedure requested to be applied in emergency case, if any,
- 6) The number of Maintenance Days at the stations that serve as Exit Points,
- 7) If deemed necessary, other terms and conditions that may be appropriate and necessary for the objectives of the NOP regarding Natural Gas Off take.

6.8 Access to Facilities

6.8.1 The Transporter shall have the right to enter the facilities of the End-Users or the facilities of any Third Party (if any) where the Natural Gas is delivered if necessary to use his rights under the NOP and/or to check whether they act in compliance with the conditions of the NOP and STC. The Shipping Suppliers shall ensure the reliable and safe access of the Transporter to the facilities. For this purpose, the Shipper shall sign a contract with the End-Users or Third Parties, granting access and entry rights to the Transporter.

6.8.2. Notwithstanding above provisions of article 6.8, Shipping Suppliers shall take all necessary measures in order to ensure that the End Users are in compliance with the provisions of NOP, STC and relevant Delivery Contract. If the Shipping Supplier cannot ensure that the related End-User is in compliance with the provisions of the NOP the Transporter shall have the right to cease the Natural Gas transportation such portion of natural gas allocated to that Shipping Supplier and related to this End User and the provisions of STC of that Shipping Supplier shall be suspended until such time that the End User is in compliance with the provisions of NOP, but the Shipping Supplier shall continue to pay the transmission capacity fee contemplated in the Tariff.

6.9 Operation of Exit Points and Related Stations

The Transporter shall publicize the Primary and Secondary Exit Points on its website. If a new Primary or Secondary Exit Point established, the Transporter shall update the Exit Points announced on its website.

6.10 Gas Utilization Threshold

It is a fundamental principle that the Daily Off take at the Exit Points where 24 hours haul takes place is at least same as the value of the Gas Utilization Threshold. For the facilities where the necessity to re-furnish the Measurement Equipment has arisen according to this principle, such liability shall belong to the Distribution Company or the End User. The necessity to re-furnish the Measurement Equipment shall be reported to the Supplier by the Transporter. Daily Amount less than the value of the Gas Utilization Threshold can be determined by the Suppliers or those acting on behalf of the Suppliers for the Exit Points where no off take is made at some specific hours of the Day, provided that the appropriate proofs are presented to the Transporter proving that there is no off take at such times.

SECTION 7

TRANSPORTATION QUANTITY NOTIFICATION AND PROGRAM

7.1 Overview

7.1.1 The Natural Gas Quantities stated in the Transportation Quantity Notification of the Transporter shall not exceed the Reserved Capacity, unless otherwise approved at the disposal of the Transporter.

7.1.2 The Transporter shall make the Transportation Quantity Notification according to the provisions of Section 7. Total Natural Gas Quantity to be delivered at the Entry Points mentioned in the Transportation Quantity Notification shall be equal to the total Natural Gas Quantity to be taken off the Exit Points.

7.1.3 The Shipper knows and agrees that the Transporter can under no condition make instant changes in the Flow Quantity at a given Exit Point. The Transporter shall try best efforts to meet Daily Off take Quantities having variable hourly profile at the TQN or RTQN of the Shipper, provided that the MHQ and Reserved Capacity is not exceeded and the conditions of the Transmission Network allow.

7.2 Transportation Quantity Notification, Revised Transportation Quantity Notification, and Program

7.2.1 The Shipper shall send the TQN to the Transporter at the earliest on D-7 and the TQN or RTQN at the latest at 11:00 hours on D-1. The TQN of the Shipper shall be approved by the Transporter until 12:30 hours on D-1 or the RTQN shall be requested.

Prior to the submission of the TQN, the Shipper shall provide the Transporter with a certificate including the confirmation from Foreign Operator, Storage Company, Transmission Company and Production Company about the relevant Entry Points Quantities indicated at TQN and a settlement of all Shippers about the Quantities indicated at Transfer Entry and Transfer Exit Points and National Balancing Entry and National Balancing Exit Points. In case of any incongruence or after its own evaluations, the Transporter may require the Shipper to make RTQN. Upon request by the Transporter, the Shipper shall transmit RTQN on G-1 between 13:00 and 15:00 hours to the

Transporter. If the incongruence still continues, the Transporter shall revise and approve RTQN, until G-1 16:00 hour, on the basis of the information obtained from Foreign Operator, Storage Company, Transmission Company and Production Company. Approving procedure shall be done by an approval notification.

In case that the Transporter does not notify the Shipper until G-1 at 12:30 hours after the Transporter receives TQN from the Shipper or until G-1 at 16:00 hours after the Transporter receives RTQN from the Shipper, it shall be deemed that TQN of the Shipper (or its RTQN as the case may be) has been approved. If the Shipper has sent multiple TQNs until G-1 11:00 hour, the one sent most recently shall be processed.

7.2.2 The Shipper shall indicate the following information on its TQN and RTQN:

- a) The Day of TQN and RTQN,
- b) Natural Gas Quantity determined for delivery and drawing at each Entry Point and Exit Point (including Transfer Entry and Transfer Exit Point and National Equalization Entry and Exit Points,
- c) The estimated Quantity of the Natural Gas, its chemical composition, water dew point, hydrocarbon dew point and wobbe index in case of any Non-compliant Gas,
- d) If there is any Third Party Shipper; the identity and contact details of the Third Party Shipper, Natural Gas Quantity to be provided by the Third Party Shipper and the Entry Point where this Natural Gas enters,
- e) Identity of the relevant End Users at Main Exit Points and Secondary Exit Points.
- f) His own identity.

7.2.3 The Transporter shall not reject a TQN if,

- (i) the indicated Quantity is equal to or less than the Reserved Capacity and maximum daily off take, if any, for each Entry and Exit Points,
- (ii) The total Natural Gas Quantity to be delivered at the Entry Points is equal to the total Natural Gas Quantity to be taken of the Exit Points,
- (iii) Hourly quantity is equal to or less than the MHQ,
- (iv) It has no variable hourly profile,
- (v) It is in compliance with the NOP and STC,
- (vi) The capacity transfer and/or switching performed in accordance with the provisions of NOP are taken into account.

7.2.4 The Transporter may reject or accept a TQN that is non-compliant with sub-clause 7.2.3. The Hourly Quantity shall be within the reliable metering range of the Metering Equipment at the Entry or Exit Point.

7.2.5 If the Shipper does not give the TQN for the Day, the final approved Program shall be accepted as TQN and the Transporter shall carry out the approval process mentioned in sub-clause 7.2.1 accordingly.

7.2.6. Any TQN or RTQN approved by the Transporter shall not relieve the Shipper from the obligation of paying Capacity Excess Fee provided that provisions of clause 3.2 are reserved.

7.3 Under/Over Deliveries

7.3.1 Based on the evaluation of the information received from the Foreign Operator, Storage Company, Transmission Company and production company as well as the hourly gas delivery findings, the Transporter may notify the related Shipper that it cannot deliver Natural Gas at the Exit Points more than the actual Quantity delivered at the Entry Points for that Day, if there is a possibility of under Natural Gas delivery than the Program Quantity at the Entry Points.

7.3.2 In case the delivery Quantity of the Shipper is more than the Program Quantities at any Entry Point, the Transporter shall not be obliged to store Natural Gas at a Quantity as much as the such over-delivery in the Transmission Network.

7.4 Other Cases in which Revised Transportation Quantity Notification Can Be Made

7.4.1 The Shipper shall not be entitled to break the procedure detailed in clause 7.2.1 for G-1 or to request R after G-1 15:00 hours or during the Day except in case of force majeure conditions, deficient delivery of natural gas at an Entry Point due to force majeure, unexpected breakdown of the End User's Facilities or failure in commissioning the End User's Facilities due to operational problems although the facilities were planned to be commissioned for the first time on that Day. If the Shipper notifies about deficient delivery of Natural Gas at an Entry Point due to force majeure, unexpected breakdown of the End User's Facilities or failure in initial commissioning of the End User's Facilities, the Shipper shall be obliged to document such event.

7.4.2 Below issues shall also be mentioned in RTQN to be made for cases mentioned in sub-clause 7.4.1, in addition to the issues mentioned in Sub-clause 7.2.2:

- a) The related Program,
- b) The requested effective date of the RTQN.

7.4.3 The Transporter may reject or approve the RTQN under Article 7.4, taking into consideration sub-clauses 7.2.3 and 7.2.4. The current Program shall continue to be effective if the Transporter rejects the RTQN.

7.4.4 Where possible, the Transporter shall approve the RTQN under Article 7.4. Actual gas flow in the Transmission Network shall be taken into account and if a negative Flow Quantity is to be detected as a result of RTQN for Quantity reduction, the Transporter shall not accept this RTQN. In case the RTQN for Quantity reduction due to the cases mentioned in sub-clause 7.4.1 is not accepted and excess Natural Gas delivery has been made to the Transmission Network, the related excess delivery shall be subjected to the below provisions of this Sub-clause and the provisions of Section 3 shall also be interpreted with due regard to the below provisions of this sub-clause.

7.4.4.1 Shippers shall give the RTQN to the Transporter as soon as possible after revising it, and if possible, they shall reduce the entry Quantity at the related Entry Point accordingly.

7.4.4.2 If the case mentioned in Sub-clause 7.4.1 is proven with documents and imbalance occurs at the end of the Day, the Beyond Tolerance Quantity (BTQ) of the Shipper (if any) shall be considered as the Within Tolerance Quantity (WTQ) by the rate originated from the cases in Article 7.4.1

7.4.5 The Transporter may notify the related Shipper to make a RTQN in case the possibility of a Difficult Day or Limited Capacity Day arises after 16:00 hours on D-1. Information to be used for RTQN shall be indicated on such a notification. The Shipper that receives such a notification shall make a RTQN as requested by the Transporter within 2 hours.

7.4.6 The Shippers supplying Natural Gas to power plants under the scope of the Electricity Market Balancing and Settlement Regulation shall be able to make RTQN for these Exit and Entry Points until 17:00 D-1 at latest. The Transporter shall make the approval or rejection notification regarding the RTQN within an hour. However, the Transporter shall not reject the RTQN of the shipper who submits the documents bearing the confirmation of the Quantities of the related Entry Point/Primary Exit Point at the RTQN received from the Foreign Operator, the Storage Company, the Transmission Company and the Production Company and the copy of the related instruction of the National Load Dispatch Center (NLDC)

7.5 Notifications

The TQN, RTQN and approval, rejection and change notifications of the Transporter to be made under this section shall be announced on the EBB and the notifications shall be kept by the Transporter and the Shipper.

SECTION 8

DELIVERY OF GAS: TRANSFER OF POSSESSION AND RESPONSIBILITY

8.1 The Possession and responsibility of the transported Natural Gas shall pass to the Transporter with such Quantity of Natural Gas on energy basis which has been delivered at the Entry Point and return to the Shipper at the Exit Point.

8.2 Each Shipper shall guarantee the below issues to the Transporter:

8.2.1 The ownership of the Natural Gas delivered to the Transmission System at the Entry Point shall belong to the Shipper,

8.2.2 The Natural Gas at the Entry Point shall be exempt from any mortgage, tax, commitment, or similar claims including any tax, concession right or other cost claims that may arise during its production, collection, processing, supply, or delivery to the Transmission Network.

8.3 The Shipper shall indemnify the Transporter for any loss, responsibility, claim, action, costs and expenses as a result of the violation of the guarantees mentioned in Article 8.2 and ensure that the Transporter does not suffer any loss and damage.

8.4 The Transporter shall hold the right to take any action under the provisions of the STC and NOP, regarding the Natural Gas supply to the Transmission Network or its off take from the system.

SECTION 9

ALLOCATION

9.1 Overview

The Transporter shall transparently and fairly allocate, to Shippers, the Daily Natural Gas Quantity measured at the stations determined for Entry and Exit Points and calculated according to this measurement data, in accordance with the provisions of this section 9.

9.2 Initial Allocations

Until G+1 15:00 hours, the Transporter shall allocate to the Shippers Initial Allocation Quantities related to Single Entry/Exit Points and Multiple Entry Points during the Day and until G+2 16:00 hours, the Transporter shall allocate to the Shippers Initial Allocation Quantities related to Multiple Exit Points in accordance with the provisions of clause 9.2.1. and 9.2.2. and shall inform the Shippers about this Initial Allocation through EBT”.

9.2.1 Single Entry and Exit Points

Daily Natural Gas Quantity measured for the Entry and Exit Points used by a single Shipper and calculated according to this measurement shall be allocated to the Shipper who use this point. The allocated Quantities shall be the Daily Entry or Daily Off take quantities of the related Shipper at those points in the related Day.

9.2.2 Multiple Entry and Exit Points

9.2.2.1 Provided that the provisions of sub-clauses 9.2.2.3 and 9.2.2.4 are reserved:

- Initial Allocations of natural gas measured and calculated in respect to the Entry Points used by multiple Shippers shall be made in proportion with the relevant Programs.

-If total measurement data for down stream is received from the Distribution Companies in relation to all Shippers; Initial Allocations of natural gas measured and calculated in respect to the Exit Points used by multiple Shippers shall be made on the basis of Pro Rata sharing to those Quantities and if such data is not received, Initial Allocation shall be made in proportion with the relevant Programs of the Shippers.

9.2.2.2 Initial Allocation to be made in proportion with the Shipper’s Programs in respect to the Multiple Entry Points and Multiple Exit Points for which no data has been received from the Distribution Companies in relation to all Shippers shall be calculated separately as follows for each Shipper”.

$$TQ= Q * (PQ / TPQ)$$

Where,

TQ = The Quantity allocated to the Shipper at the Multiple Entry and Exit Point

Q = Total Quantity delivered by all Shippers at the Multiple Entry and Exit Point for the allocation Day

PQ = the Program Quantity of the Shipper for the Multiple Entry or Exit Point for the Day

TPQ = for the allocation Day, the total Program Quantity of all Shippers for the Multiple Entry or Exit Point.

9.2.2.3 If there are binding provisions in the gas supply and purchase contracts of all related Shippers supplying Natural Gas from the same resource at the Entry Point or in the services agreement signed between the Shipper, who use the storage establishment (included the LNG Terminal), and Storage Company regarding the allocation of the total delivered Natural Gas Quantity between shippers, the Initial Allocations shall be made to the related Shippers in relation to those special provisions.

9.2.2.4 If Secondary Exit Points are in the lower flow, the initial Allocation at the Primary Exit Point shall be determined as the total off take of the Shippers realized at the Secondary Exit Points. In order not to cause any misunderstanding, the allocations at such Primary Exit Points shall be made for the determination of whether the Capacity Overrun Fees applied or not.

9.2.2.5 9.2.2.5 If any End User has a purchase contract with more than one Shipper , If the related Shippers notify the binding provisions/protocol (if any), which binds all related Shipper, related to the allocation methodology of the Natural Gas delivered at the Exit Point to Transporter, the Initial Allocations related to those Exit Point shall be made for this Shippers in relation to those special provisions. In case of not making such a statement to Transporter the Initial Allocations related to those Exit Point which supply gas to the End User shall be made in proportion with the amounts in the relevant Programs of the Shippers.

9.3 Final Allocations

9.3.1 Single Entry and Exit Points Final Allocations

Final Allocations for Single Entry and Exit Points are the same as the initial Allocations.

9.3.2 Multiple Entry and Exit Points Final Allocations;

Shippers that enter from a Multiple Entry Point may agree among themselves on an allocation that differs from the Initial Allocation between D + 1 15:00 hour and D + 4 16:00 hours, and Shippers that make exit from a Multiple Exit Point may agree among themselves on an allocation that differs from the Initial Allocation between D + 2 16:00 hour and D + 4 16:00 hours,

Such allocation determined by the Shippers shall be accepted by the Transporter provided that:

- (i) all affected Shippers notify the Transporter in writing about this situation;
 - (ii) there shall be no change in total quantities mentioned in their Initial Allocations of those Shippers;
- and
- (iii) Other Shippers are not affected negatively from the results of new allocation.

Any negativity or conflict of interest that might be suffered by Third Parties due to the Final Allocation determined by agreement reached among the Shippers shall only be bind the relevant Shippers and it shall be ensured that the Transporter will not be harmed due that reason.

Allocation made as per sub-clause 9.3.2 or allocation made as per sub-clause 9.2.2 if the first sub-clause has not been applied shall be the Final Allocation as of G+4 16:00 hours. On G+5 at 16:00 hours, the Transporter shall announce Final Allocations and Daily Imbalances of the Shippers.

9.4. Allocations for Transfer Entry Points / Transfer Exit Points

9.4.1. Initial Allocation

Entry Quantity of a Shipper at Transfer Entry Point (or Exit Quantity at the Transfer Exit Point of a Shipper transferring natural gas) shall be calculated as follows as the Initial Allocation to be made in proportion with the Programs of the relevant Shippers:

$$TGM = PTM * (M / PM)$$

In this formula,

TGM = Quantity allocated to the Shipper taking transfer of natural gas at Transfer Entry Point,

M = In the Day of allocation, Quantity delivered at the Entry Point by the Shipper using Transfer Exit Point and determined as per above article 9.2,

PTM = Programmed Quantity on the relevant Day for the Transfer Entry Point of the Shipper,

PM = Programmed Quantity for the Shipper at Entry Point.

9.4.2 Final Allocation

Shippers that make entry/exit via a Transfer Entry/Exit Point in the period between G+1 15:00 hours and G+3 12:00 hours may agree among themselves on a quantity that differs from the Quantity determined in the Initial Allocation (provided that this quantity does not exceed Final Allocation Quantity of the relevant Shipper at the Entry Point). Such allocation for which agreement is made shall be accepted as Final Allocation by the Transporter if relevant Shippers inform the Transporter in writing about this new allocation.

9.5 Allocations for National Balancing Entry/Exit Points;

9.5.1. Initial Allocation

Entry Quantity of a Shipper at National Balancing Entry Point (or Exit Quantity at the National Balancing Exit Point of a Shipper transferring natural gas) shall be calculated as follows as the Initial Allocation to be made in proportion with the Programs of the relevant Shippers:

$$NBEQ = PNBQ * (Q / PQ)$$

In this formula,

NBEQ = Quantity allocated to the Shipper taking transfer of natural gas at National Balancing Entry Point,

Q = In the Day of allocation, Quantity delivered at the National Balancing Entry Point by the Shipper using National Balancing Exit Point and determined as per above article 9.2,

PNBQ = Programmed Quantity on the relevant Day for the National Balancing Entry Point of the Shipper,

PQ = Programmed Quantity for the Shipper at National Balancing Entry Point.

9.5.2 Final Allocation

Shippers that make entry/exit via a National Balancing Entry/Exit Point in the period between G+1 15:00 hours and G+3 12:00 hours may agree among themselves on a quantity that differs from the Quantity determined in the Initial Allocation. Such allocation for which agreement is made shall be

accepted as Final Allocation by the Transporter if relevant Shippers inform the Transporter in writing about this new allocation.

9.6. Any Final Allocation shall be binding on the parties except for the adjustments mentioned in Section 10. Quantities allocated according to Final Allocation shall be Daily Entry and Daily Draw of those Shippers at these points on the relevant Day.

9.7. Transactions at the end of the Day

Final Allocations at the end of the Day in relation to all entry and Exit Points (including virtual points) and procedures regarding equalization shall be realized according to below calendar.

G+1 at 15:00 hours: The Transporter publishes Initial Allocations relating to Single Entry/Exit Points and Multiple Entry Points.

G+2 at 10:00 hours: The Distribution Companies informs the Transporter on the quantities determined for each Shipper in respect to Multiple Exit Points.

G+2 at 16:00 hours: Initial Allocation Quantities are published for Multiple Exit Points.

G+4 at 16:00 hours: The Shippers inform the Transporter on the Quantities they agreed for Multiple Entry/Exit Points.

G+5 at 16:00 hours: The Transporter announces Final Allocations and Daily Imbalances of the Shippers.

G+6 at 12:00 hours: The Shippers inform the Transporter about new Daily Imbalances created as a result of end-of-the-day trading made among the Shippers.

G+6 at 16:00 hours: Revised (final) Daily Imbalances of the Shippers shall be published by the Transporter.

SECTION 10

METERING AND CONTROL

10.1 Overview

10.1.1 Metering Provisions to be included in the Delivery Contracts to be signed between the Transporter and Shippers or the entities acting on behalf of Shippers include the following:

- 1) The measurement, sampling, and analysis of the Natural Gas delivered at the Entry and Exit Points,
- 2) The procedures, methods and standards for the determination of the volume and Gross Calorific Value of the related Natural Gas,
- 3) Standards and procedures regarding the necessary metering sensitivity for the control and adjustment of the Metering Equipment;
- 4) Conditions for the determination of the volume, Quantity and Delivery Quality of the Natural Gas delivered or supplied for delivery in cases where any metering equipment cannot perform metering or perform incorrect metering, or when it is determined to be non-compliant with any Exit Point Metering Provision,
- 5) Issues regarding the settlement of disputes and discrepancies between the Transporter and the Shipper regarding the volume, Quantity and Delivery Quality of the Natural Gas delivered or supplied for delivery, including the settlement through agreement.

Each Shipper agrees that the volume, Quantity and Delivery Quality of the Natural Gas delivered at the Entry Point and the compliance or non-compliance to the Gas Entry Provisions shall be determined by the Transporter and themselves, and by Foreign Operator, Storage Company, Transmission Company, Production Company, depending on the case, and comply with the records determined by this way.

10.2 Metering Equipment

10.2.1 Metering Equipment shall include the equipment metering, sampling, and analyzing the Natural Gas delivered and received at Entry and Exit Points of the Transmission Network.

10.2.2 The Transporter shall install the Metering Equipment with or without the gas chromatograph device; operate, improve and perform the maintenance, or ensure the performance of these. The Transporter shall ensure the uninterrupted operation of the Gas Chromatograph Device within the Metering Equipment at each Entry Point for the analysis of the Natural Gas passing from each Entry Point and Primary Exit Point. The Transporter shall install the chromatograph in the Metering Equipment for each Primary Exit Point, operate, improve and perform the maintenance, or ensure the performance of these. For the Natural Gas analysis values regarding the Exit Points where there is no gas chromatograph in the Metering Equipment, the analysis results of the nearest gas chromatograph device on the upstream side of that point, after the entry point of the Natural Gas if any, shall be taken into account.

10.2.3 The related provisions of the Operating Protocol shall be included in the STC and/or Delivery Contract signed between the Transporter and the Shipper using the Exit Point where relevant stations

owned by the Distribution Companies. A model Operational Protocol shall be announced on the web site of the Transporter.

10.3 Metering Flow Quantity

Operating ranges that must be provided in Measurement Equipments shall be determined in Connected System Delivery Contract for Entry Points and in Delivery Contract for Exit Points.

Reading of measurement equipments shall be made by the Transporter or under observation of the Transporter in order to determine the quantity of natural gas passing through Entry and Exit Point. Reading times and methods of measurement devices shall be indicated in Connected System Delivery Contract and in Delivery Contract. The Shippers are entitled to have representative attending the reading of measurement devices.

10.4 Exit Point Metering

10.4.1 The Natural Gas Quantity delivered to any Shipper at the Exit Point shall be calculated by multiplying the related Gross Calorific Value with the volume of Natural Gas taken off the related Exit Point and by dividing the result by 9155 as Sm³. Below calculation shall be made for the conversion of the Natural Gas Quantity to kWh:

$$\text{Natural Gas Quantity (kWh)} = \text{Natural Gas Quantity (Sm}^3\text{)} \times 10.64$$

The related Gross Calorific Value shall be the Gross Calorific Value determined via the gas chromatograph in the Metering Equipment used for that Exit Point.

10.4.2 The Transporter shall announce, via EBB, the following information regarding the Natural Gas at Entry Points and Primary Exit Points during the Day at reasonable periods and until 15:00 hours on “G+1”

During the Day:

- Instantaneous Flow Quantity
- Instantaneous Gross Calorific Value
- Instantaneous Delivery Pressure

At the end of the Day:

- Daily Total Quantity
- Daily Average Gross Calorific Value (Flow weighted)
- Daily Average Delivery Pressure (Flow weighted)

10.5 Control of the Exit Point Metering Equipment

10.5.1 The Transporter shall control the Metering Equipment used for each Exit Point, and/or have it controlled, at least once in each Gas Year. The Transporter shall inform the Shippers about the controls to be made in order for them to be present during controls, at least three days before the control.

10.5.2 The Shippers shall have the right to access to the Metering Equipment used for each Exit Point where they take off the Natural Gas, on the condition that they notify the Transporter within a reasonable time. The Transporter shall have the sole right to access and supervise the Metering

Equipment. In this context, the operation personnel of the Transporter shall have the right to access the place where the Metering Equipment is located and to control the parameters envisaged to be entered manually to the metering equipment.

10.5.3 The Shippers shall be able to request the control of Metering Equipment used for the Exit Point where they take Natural Gas off, at any time. In this case, such control shall be performed within a reasonable period. If the data obtained from the Metering Equipment is within Metering Tolerance, and the period between this control and the previous control is less than one year, the related Shipper shall cover the costs and expenses of the requested control. If the data obtained from the Metering Equipment is beyond Measurement Tolerance, and the period between this control and the previous control is more than one year, the Transporter shall cover the costs and expenses of the control.

10.5.4 The Transporter may control the Metering Equipment at any time, covering the costs himself.

10.5.5 The Metering Equipment shall be adjusted or replaced to yield results as centrally as possible within Measurement Tolerance following the control made in compliance with Article 10.5. If a replacement is to be done, the Transporter shall inform the related Shipper to have a representative present during replacement.

10.5.6 All inspections and adjustments to be made for Metering Equipment shall be performed by the Transporter under the supervision of the Transporter and the Transporter shall notify the Shippers to have a representative present in such control, at least two (2) months before the control. The Transporter shall submit the reports including the results of the control to the Shipper within ten (10) working days following the control.

10.5.7 The controls shall be binding for the Transporter and Shipper, even if the Shipper is not present in the inspection, unless there is an objection made by the Shipper regarding the accuracy of the control, within fifteen (15) working days following the control. In case such dispute is not settled within fifteen (15) working days as from the date when an objection is made to the Transporter, the Transporter or Shipper may settle the dispute according to the provisions of Section 16.

10.6 Exit Point Measurement Equipment Failure

If the Measurement Equipment used for the Exit Point does not measure for any reason or an inaccurate measurement is detected, the Natural Gas off take Quantity during the period before such detection shall be determined as follows:

If a deviation percentage beyond the Measurement Tolerance is determined at the end of the test and control of the Measurement Equipment, the effect of such deviation percentage to the measurement amount shall be calculated. If the difference between the newly determined measurement amount and the previous amount does not exceed 2% and remains within the tolerance stated in the Delivery Contract, the previous measurement amount shall be valid. If the difference exceeds the tolerance stated in the Delivery Contract, the measurement amount shall be re-determined using the deviation percentage beyond the tolerance. In the case that a deviation percentage beyond the Measurement

Tolerance is not determined, the parties shall make efforts to agree on one of the below mentioned methods (according to the order of precedence).

- Measurement Equipments for check purpose at the Exit Point,
- Calculations that can be made manually in line with Gas Engineering technology,
- Other measurement systems that can be taken as reference outside the station (for example: the values at the measurement systems taking part in the downstream side),
- Amounts determined in the days when similar conditions arisen (air temperature, number of subscribers and etc.),
- Any other method that the parties mutually agree on.

In the event the parties can not reach an agreement on one of the above mentioned alternatives, if the Transporter believes that Off Taken Quantity determined initially by Check Measurement Equipments is accurate, then the Transporter shall determine Off Taken Quantity in this manner as mentioned in detail in the relevant Delivery Contract provided that provisions regarding the settlement of disputes in the Standard Transportation Contract are reserved. If the Transporter is convinced that this option can not be used, then the Transporter shall evaluate the circumstances to determine whether sufficient and healthy data is available for determining Off Taken Quantity manually in line with Gas Engineering technology. As a result of this evaluation, the Transporter may determine Off Taken Quantity by manual calculations. If the Transporter concludes that those two options can not be used, then average of Off Taken Quantities before the day on which the counter is non-operational in the current Three Months Period will be taken. If in that Three Months Period, there is a day or several days on which consumption is 0 (nil) or Off Taken Quantity could not be read, the quantities drawn on preceding day or days shall be taken into account.

If the counter can not operate for any reason from the first day in which gas was given, the values for the month or months when the counters are fixed and can operate again shall be taken into account in determining the Quantities delivered/received.

If the inaccuracy detection date cannot be determined, it is accepted that the Measurement Equipment made inaccurate measurement in the second half of the period following the recorded last control of the Measurement Equipment.

As soon as the failure of the Measurement Equipment is determined, it is essential to make necessary repair or replace such Measurement Equipment immediately. In the event that the failure is not rectified immediately, the method to be followed for the determination of the measurement amount shall be specified in the related Delivery Contract.

The issues regarding Export Exit Points shall take part in the related Connected System Delivery Contract.

10.7 Entry Point Metering

The Natural Gas quantity delivered at the Entry Point shall be the quantity measured by the Metering Equipment at the related Entry Point. This total Natural Gas quantity shall be converted into Sm³ and kWh and be allocated to the Shippers in accordance with Section 9.

10.8 Control of the Entry Point Metering Equipment

10.8.1 The Transporter shall ensure the operation and maintenance of the Metering Equipment used for the Entry Points. The Transporter shall make the necessary notifications to the Shipper to have a representative present in control of Entry Point Metering Equipment.

10.8.2 Incorrect measurements of the Metering Equipment used for the Entry Point shall be corrected in accordance with the provisions of the Connected System Delivery Contracts.

10.8.3 If a correction is made according to sub-clause 10.8.2, the Transporter shall notify this to the Shipper delivering Natural Gas at that Entry Point within the following month. In this case, the Final Allocation shall be made or amended to reflect the device records corrected as explained in Section 10. Unaccounted for Natural Gas and Internal Utilization Gas shall also be corrected accordingly.

SECTION 11

QUALITY AND PRESSURE

11.1 Quality

The Natural Gas delivered or presented for delivery to the Transporter by the Shipper at Entry Point shall;

- 1) Conform to the Natural Gas Quality Specifications, provided in Annex 1 to the NOP,
- 2) Not contain external substances (dust and other solid and liquid materials).

The Natural Gas delivered or supplied for delivery by the Shipper to the Transporter at the Entry Point shall also conform to the related Gas Entry Provisions in addition to the above.

The Shipper shall make best efforts for the Natural Gas to be subjected to quality control measures in order to ensure that the Natural Gas is delivered in compliance with the Gas Entry Provisions and Natural Gas Quality Specification annexed to the NOP.

Natural gas delivered to or presented for delivery to the Shipper by the Transporter shall be in compliance with Natural Gas Quality Specifications given in Annex-1 to NOP. The Transporter responsible for filtration of Natural Gas in order to purify it from foreign substances (dust or other solid or liquid substances) at Main Exit Points where title to and operational responsibility of Natural Gas belonging to the Transporter, before it is supplied to End Users.

11.2 Pressure

11.2.1 Minimum and Maximum Delivery Pressures of the Natural Gas at Exit Point shall be indicated in the STC. The Transporter shall ensure the Minimum Delivery Pressure mentioned in the STC and not to exceed the maximum pressure.

11.2.2 The Transporter's obligation of Natural Gas delivery within the pressure limits specified in the STC depends on the condition that the maximum Flow Quantities are not exceeded (Reserved Capacity, MHQ and maximum daily off take).

11.2.3 The Transporter shall notify the affected Shipper the date when the Minimum Delivery Pressure is required to be reduced as well as the reduced pressure, if he takes measures or perform a work in order to secure Minimum Pressure due to an increase that may arise in the Natural Gas consumption in the vicinity of the Transmission Network feeding the Exit Point.

11.2.4 AS subject to the provisions of Section 13 of this NOP, the Transporter shall not program its work and activities in a manner that may reduce the Transmission System pressure to unacceptable levels for operation or that may affect the transportation services negatively, although he knows the consequences.

11.2.5 For the Days when the Transporter delivers Natural Gas below Minimum Delivery Pressure, the Shipper shall pay the commodity fee for the related part of the Daily Off take at the related Exit Point in that Day, as 50% of the Transmission Commodity Fee of the Tariff.

11.2.6 The Shipper shall deliver Natural Gas to the Transporter within the pressure range stated in the Gas Entry Provisions. The Shipper shall pay to the Transporter the Transmission Commodity Fee with

50% increase for the commodity fee regarding the related Quantity, for the Days that they deliver Natural Gas below minimum pressure in the Gas Entry Provisions.

11.3 Non-Compliant Gas and Un-qualified Gas

11.3.1 If the composition of the Natural Gas delivered by different Shippers at the same Entry Point is non-compliant, all the Shippers shall be considered that they have delivered non-compliant Gas.

11.3.2 In case Non-Compliant Gas is delivered, the Shipper that has delivered such Non-Compliant Gas shall return the Transporter the due expenses and costs made by the Transporter for the delivery of the Non-Compliant Gas, irrespective of whether it has been accepted according to the provisions of Article 5.4 or the Transporter has noticed that the related Natural Gas is Non-compliant Gas only after the delivery. The costs and expenses of the Transporter shall include (but not be limited to) the costs and expenses made for the purposes mentioned below:

- a) the costs and expenses of cleaning the Transmission System completely or partially, or receiving the Non-Compliant Gas,
- b) the costs and expenses of taking reasonable measures in order to ensure the operation of the Transmission Network irrespective of the delivery of such Non-Compliant Gas or the continuation of its delivery,
- c) the costs and expenses of the reasonable measures to be taken by the Transporter in order to harmonize such Non-Compliant Gas with the Gas Entry Provisions or Quality Specifications annexed to the NOP.

Such costs and expenses shall be collected from the related Shippers responsible for the Non-Compliant Gas based on the allocation made according to Section 9 for the related Day.

However, in accordance with sub-clause 11.3.2, the costs and expenses payable to the Transporter by the Shipper shall under no condition exceed 10% of the Quantity calculated by multiplying the Quantity allocated to the Shipper according to Section 9 and the Balancing Gas Price mentioned in the Tariff.

11.3.3 Until the Natural Gas is conformed to the Natural Gas Quality Specifications annexed to the NOP, the Shipper may take one of the below measures in case the Non-compliant Natural Gas does not enter the Transmission Network and there is Un-qualified Gas at the Exit Point.

- 1) They may accept the Un-qualified Gas, or
- 2) They may reject the Un-qualified Gas.

11.3.4 If the Shipper accepts the Un-qualified Gas according to sub-clause 11.3.3, the Transporter shall pay to the Shipper the costs and expenses made by the Shipper for making the Un-qualified Gas suitable for consumption at the facilities of End-Users.

However, in any case, the Quantity to be payable to the Shipper by the Transporter shall not exceed 10% of the Quantity calculated by multiplying the total quantity of Un-qualified Gas Off take by the Shipper from the Transmission Network at the related Exit Point in the related Day according to Section 9 by the Balancing Gas Price mentioned in the Tariff.

If the Shipper rejects the Un-qualified Gas under sub-clause 11.3.3, the Transporter shall pay to the Shipper 20% of the cost calculated by multiplying the rejected Un-qualified Gas Quantity with the Service Interruption Fee mentioned in the Tariff.

11.3.5 In case any quantity is to be paid to the Shipper according to sub-clause 11.3.3, the Shipper shall notify the Transporter as soon as possible and give the below information:

- a) The related Exit Point and the Day/s when the Un-qualified Gas is taken off the Transmission Network;
- b) Detailed explanation for the non-compliance of the Unqualified Gas with the Natural Gas Quality Specifications annexed to the NOP;
- c) Purposes, details and explanation of the costs and expenses made under sub-clause 11.3.4
- d) Un-qualified Gas Quantity Off takes by the Shipper.

SECTION 12

SYSTEM PLANNING

12.1 Overview

For planning purposes, each Shipper shall submit its short, medium and long-term Natural Gas supply and demand forecasts to the Transporter. These forecasts shall not impose any liability on Shipper or Transporter.

The Transporter shall prepare a 10-year plan, which is not binding for himself, for the improvement of the Transmission Network, taking into consideration the 5-year forecast programs of the Shippers and the market data. Such plans shall be subject to revision periodically.

12.2 Forecasts

12.2.1 Five-Year Supply-Demand Forecasts

By July 1st at the latest, for the 5-year period starting from January of the following Gas Year, Shippers shall provide the Transporter with the minimum and maximum yearly, monthly, daily and hourly supply quantity forecasts for Entry Points and yearly, monthly, daily and hourly minimum and maximum demand Quantity forecasts for Exit Points.

12.2.2 Yearly Supply-Demand Forecasts

By September 1st at the latest, the Shipper shall provide the Transporter with the realistic forecasts of minimum and maximum Quarterly, Monthly and Daily supply and demand Quantities to be delivered to the Entry Point and transported to the Exit Point for off take by itself, in the following Gas Year.

12.2.3 Quarterly Supply-Demand Forecasts

The Shipper shall provide the Transporter with the realistic forecasts of minimum and maximum Monthly and Daily supply and demand quantities to be transported for delivery at the Entry Point and off take from the Exit Point, for the following Quarter at least 30 Days before the beginning of each Quarter.

12.2.4 Weekly Supply-Demand Forecasts

By 10:00 hours on each Thursday at the latest, the Shippers shall provide the Transporter with the realistic forecasts of minimum and maximum Daily supply and demand Quantities to be transported for delivery at the Entry Point and off take from the Exit Point, for the following week starting on Monday at 08:00 hours.

12.3 Additional Information

The Shipper shall make all efforts to provide any detailed information that may be required by the Transporter to assist in planning for future Natural Gas Deliveries in the Transmission Network.

SECTION 13

MAINTENANCE

13.1 Overview

The Transporter shall operate the Transmission Network and perform the maintenance works in accordance with the provisions of NOP.

13.3 Maintenance

13.3.1 The Transporter shall determine the necessary Maintenance Works for the Transmission Network and shall make best efforts to perform the maintenance works on the scheduled Maintenance Day.

13.3 Maintenance Planning

13.3.1 The Shippers shall provide the Transporter with the information that is required by THE Transporter, for the preparation, scheduling and execution of maintenance, as soon as possible.

13.3.2 The Transporter shall inform the Shippers about the Maintenance Program prepared for each Gas Year before the related Gas Year. The Entry and Exit Points that will be affected by the Scheduled Maintenance, and if possible, the duration of the Maintenance shall be explained in the Maintenance Program.

13.3.3 The Transporter shall plan the Maintenance Schedule as it can be performed simultaneously with the execution of the maintenance works for the Connected Systems.

13.4 Calendar

13.4.1 Maintenance Schedule preparation calendar for each Gas Year shall be as follows:

- 1) The Shippers shall convey the maintenance requirements for the End-User facilities in the Gas Year together with the duration and terms to the Transporter by May 31st of the previous Gas Year.
- 2) The Transporter shall discuss with the Shippers the Maintenance Plans of the Gas Year by holding meetings in June and July of the previous Gas Year.
- 3) The Transporter shall convey the Maintenance Schedule of each Gas Year to the Shipper by 20th August of the previous Gas Year.

13.4.2 In case unforeseeable conditions arise, the Transporter may change the content, periods, dates and duration of Maintenance Schedule provided that it notifies the affected Shippers at least 30 days before the change.

13.5 Obligations of the Transporter

If there is a decrease in the transportation capacity of the Transmission Network as a result of the maintenance under the Scheduled Maintenance or any Force Majeure event, the obligations of the Transporter to receive, transport and deliver gas according the NOP and STC shall be suspended to the same extent.

13.6 Maintenance Limits

13.6.1 The Transporter shall limit the Scheduled Maintenance to 15 Maintenance Days within the Gas Year. The Transporter shall also be able to obtain Additional Maintenance Days for Scheduled

Maintenance at the Exit Points according to Article 6.7. The additional Maintenance Days for Entry Points shall be determined according the number of days mentioned in the related Connected System Delivery Contract.

13.7 The payment obligations under NOP and STC of the Shipper shall continue during the Maintenance.

13.8 The Transporter shall perform the reductions in Natural Gas deliveries due to the Maintenance, in a fair, transparent and non-discriminative manner (as subject to related confidentiality obligations) for the directly affected Shippers. The Transporter shall make the reduction in deliveries of the Shippers in accordance with sub-clause 14.11.2.

13.9 The Shippers shall receive the Natural Gas at the Exit Point as requested by the Transporter and help the Transporter for the Maintenance.

13.10 Dedicated Off takes

The Transporter shall perform the maintenance of the part of the Transmission Network by consulting to the Shipper, if the Shipper exclusively uses that part of the Transmission Network.

SECTION 14

EMERGENCY CASE, DIFFICULT DAY, LIMITED CAPACITY DAY

14.1 Overview

This Section governs the obligations of Shippers for the fulfillment of the responsibilities of the Transporter in case of any Emergency Case or impaired system balance.

14.2 Emergency Case

14.2.1 The cause of the emergency, In case the Transporter determines an emergency case, the cause of the emergency case and the party responsible for it shall not be considered.

14.2.2 An Emergency Case means;

- 1) Natural Gas leakage in the Transmission Network; or
- 2) According to the Transporter;
 - a) The security of Transmission Network is under an obvious risk,
 - b) The secure transmission of Natural Gas in the Transmission Network is under an obvious risk,
 - c) The pressure or quality of the Natural Gas transported in the Transmission Network may have a hazardous effect on the safety of people and properties if it is delivered.

14.2.3 An Emergency Case shall continue until such time as the Transporter determines that the conditions mentioned in Article 14.2 no more exist, that no more Emergency interference is required and that the normal operation of the Transmission Network and normal implementation of the NOP can continue.

14.2.4 After an Emergency Case, the Transporter shall take measures to restore the Natural Gas transportation and operation of the Transmission Network to normal conditions as soon as possible.

14.3 Emergency Case Measures

14.3.1 The Transporter shall take Emergency Case Measures to the extent he deems necessary. The Emergency Case Measures shall also include the measures to be taken by the Shippers upon the request of the Transporter.

14.3.2 In any Emergency Case, the Transporter and Shippers agree that their own interests are to be of secondary importance if Emergency Case Measures are required according to Section 14.

14.3.3 The Shipper shall take Emergency Case Measures mentioned in Section 14 upon the request of the Transporter.

14.3.4 The implementation of Emergency Case Measures by the Transporter or the Shippers mentioned in Section 14 shall not violate any provision of the NOP. If the Transporter does receive Natural Gas supplied to the Transmission Network from the Entry Point and does not deliver the Natural Gas at the Transmission Network from the Exit Point, the Transporter shall not be deemed to have failed fulfill its obligations. However, if Emergency Case Measures are implemented, the financial obligations of the Shipper under the NOP and STC shall continue.

14.4 Connected System

The measures to be taken for the Emergency Cases by the Foreign Operator, Storage Company, Transmission Company and production company shall be determined in the Connected System Delivery Contracts. The Transporter shall notify the Shippers on the determined measures.

14.5 Emergency Case Preparation

The Transporter shall prepare an Action Plan titled “Emergency Case Instructions” to be followed in any Emergency Case, and shall revise it every year. In any Emergency Case, the Transporter holds the entire initiative to make interruption and reduction.

14.5.1 The Shipper shall convey to the Transporter the name(s), title(s) address (‘), telephone and fax numbers of their representatives that can be contacted at any time within a day at an emergency case.

14.5.2 The representative appointed by the Shipper shall have the authority and responsibility to act on behalf of the Shipper in an Emergency case.

14.5.3 The Shipper shall provide the Transporter with the details mentioned in Article 14.5.1 before beginning to receive the transmission service. If there is any change, they shall inform the Transporter before this change including the time of change.

14.5.4 The Transporter may cease the delivery of Natural Gas to the Shipper who does not provide the details mentioned in Articles 14.5.1 and 14.5.3 or the determined person mentioned in Article 14.5.1 cannot be contacted immediately. In such cases, Transporter shall not be responsible for the expenses arising from the undelivered Natural Gas and the Shipper shall cover the loss of the Transporter for the undelivered Quantity.

14.5.5 The Transporter shall provide the telephone numbers that can be accessed 24 hrs a day for the notification of an Emergency Case to the Shippers and the End-users before launching Natural Gas Delivery.

14.6 Occurrence of an Emergency Case

14.6.1 When an Emergency Case arises, the Transporter shall notify the Shippers of the case within 2 hours and give information about the structure, consequence and expected continuation time of the Emergency Case. The Transporter shall notify the Shippers continuously of the developments regarding the Emergency Case and when the Emergency Case is over, shall promptly inform the Shippers thereof.

14.6.2 During an Emergency Case, the Shippers shall follow the instructions of the Transporter, be in cooperation with the Transporter and help the Transporter to take Emergency Case Measures.

14.6.3 During an Emergency Case, the Transporter may assign necessary obligations and responsibilities to the Shippers in order to mitigate and/or eliminate the effects of the Emergency Case. The Shipper shall promptly fulfill such obligations and responsibilities after they are informed, if they are applicable.

14.6.4 For balancing purposes, the Emergency Case is considered to be over at the beginning of the following Day when the Transporter informs the related Shippers that the Emergency Case is over. For

all other purposes, the time that the Emergency Case is considered to be over is the time mentioned in the notification made according to Article 14.6.1.

14.7 Entry Control

If the Emergency Case measures include the reduction or interruption of Natural Gas Flow Quantity and/or the delivery at the Entry Point, the Transporter may give instructions to the related Shippers. In this case, the Shippers shall follow the instructions of the Transporter, ensure that the Storage Company from which they receive storage service, Foreign Operator, production company and Transmission Company comply with these instructions, and shall organize the relations with the Third Party Suppliers accordingly.

14.8 Exit Control

14.8.1 If the Emergency Case Measures include the reduction or interruption of the delivery of the Natural Gas at the Exit Point, the Transporter shall give instruction to the Shippers to this end. In such a case, the Shippers shall follow the instructions of the Transporter and ensure that End-Users, Storage Companies, Transmission Companies and Foreign Operators comply with the instructions.

14.8.2 When Emergency Case is over, in order to restore the Natural gas off takes at Exit Points, the opposite order of procedures for interruption and reduction, if any, shall be applied.

14.9 Consequences of Emergency Case

14.9.1 In case of emergency, the Transporter shall suspend the obligations mentioned in articles 2.8 and 3.3 of NOP relating to the Shippers if those Shippers fulfill the requests made by the Transporter at the Entry and/or Exit Points mentioned in the request. When applying the provisions of article 3.3.1 for those Shippers, the entire quantity of imbalance shall be considered as Tolerated Quantity.

If the Transporter foresees Emergency Case at G-1 and instructs the Shippers to make RTQN, provisions of NOP shall be applied in line with the Programs made on that basis.

14.9.2 The Transporter and Shippers agree that they may be obliged to re-arrange their manpower resources and this may potentially cause temporarily disorganization.

14.9.3 In Emergency Case, the affected Shippers shall have the right to require that an independent supervisor determine the cause of the Emergency Case, remedial actions deemed to be necessary for minimizing the likelihood of the emergence of such Emergency Case again, within 6 months following the end of the Emergency Case. The costs of such control shall be financed by the Shippers who request the control.

14.10 Difficult Day and Limited Capacity Day

14.10.1 The Transporter may announce the possibility of a Difficult Day or Limited Capacity Day for the entire Transmission Network or part of it, via the EBB.

14.10.2 The Shipper, whom the Transporter gives Interruption/Reduction/Increase Instructions regarding the Difficult Day or Limited Capacity Day, shall follow the Instructions within 8 hours.

14.10.3 In case a Difficult Day is likely to happen, the Transporter shall have the right to request from the Shippers to make Natural Gas off take at a constant regime (having no variable hourly profile) by making RTQN according to Article 7.4.5. Upon such a request, the Shippers shall follow the instructions.

14.10.4 Difficult Day announcement shall not affect the Permitted Tolerance Levels mentioned in Article 3.3.

14.10.5 The Transporter shall make efforts to reduce the effects of the Difficult Day.

14.10.6 The Transporter shall fulfill the following obligations on the Limited Capacity Day once the Interruption/Reduction/Increase Instruction is announced:

1) Inform each Shipper affected from the Limited Capacity Day about the appropriate capacity for the Natural Gas transportation. In such a case, the Supplier and Export Company shall make RTQN according to sub-clause 7.4.5 and the RTQN shall be compliance with the limited capacity mentioned in the Interruption/Reduction/Increase Instruction.

2) Take action to mitigate the effects of the Limited Capacity Day, not conflicting with the provisions of the NOP and not allowing an increase in the possibility for the occurrence of the Limited Capacity Day. In addition, the Transporter shall submit a report to the affected Shippers explaining the causes of Limited Capacity Day.

14.11 Interruptions/Reductions and Increases in Difficult Day and Limited Capacity Day

14.11.1 In case the Shipper that has caused a Difficult Day or Limited Capacity Day is determined in that Day, an interruption or reduction as much as the quantity it has caused shall be applied to the relevant Shipper at the related Entry and Exit Point, if possible.

14.11.2 In case the Shipper giving rise to Difficult Day or Limited Capacity Day cannot be determined in that Day, the interruption and reduction shall be made according to the following provisions, for the parts of Transmission Network affected by the Difficult Day or Limited Capacity Day:

- According to the following order of application, if there are Secondary Exit Points and Primary Exit Points connected to the single End-User,
 - Interruptible sales tariff applied by Shippers and those who reported these cases to the Transporter and supply gas to the End User
 - Alternative-fuel electric generation facilities
 - Other electric generation facilities
 - Industry facilities
 - Residence
- If there are Multiply Exit Points in proportion with the proposed Capacity on that day according to the current program,

In case the Shipper giving rise to Difficult Day or Limited Capacity Day is determined in that Day, the interruption and reduction shall be made in accordance with the priority list regarding to the End Users submitted to the Transporter.

If the Transporter is able to prevent the interruption or reduction in the Difficult Day by giving an increase instruction, he shall give an increase instruction firstly. If the Shipper giving rise to Difficult Day is determined on that Day, if possible the increase instruction at the Entry Point, if not, the reduce instruction at the Exit Point shall be given to that Shipper, ,

If this is not possible or if the Shipper giving rise to Difficult Day is not determined on that Day, the Transporter shall give increase instruction to the Shipper using the Entry Point that the Transporter finds appropriate for balancing. If the Shippers do not conform to these notifications, they shall prove to the Transporter that they do not have sufficient supply opportunities.

If the Transporter is able to prevent the interruption or reduction in the Limited Capacity Day by giving an reducing instruction at the Entry Point or increasing instruction at the Exit Point he shall give the increasing instruction firstly. If the Shipper giving rise to Limited Capacity Day is determined on that Day, the increasing/reducing instruction shall be given to that Shipper, if possible. If this is not possible or if the Shipper giving rise to Limited Capacity Day is not determined on that Day, the Transporter shall give increase instruction to the Shipper using the Exit Point that the Transporter finds appropriate for balancing.

In case of increase instructions, Exit Points to which injection is made to Storage Facility shall be taken as a priority. If the Shipper Suppliers do not comply with these instructions, they have to provide documentary evidence to the Transporter that they do not possess adequate storage capacity. If interruption or reduction is required on a Limited Capacity Day, initially the interruption or reduction shall be made in the deliveries at Entry Point of the Shipper causing such Day.

14.11.3 Shipping Supplier is obliged to notify the Transporter;

- 1) The lists of the End-Users prepared by the Shippers covering all End-users on regional basis beginning from those who are interrupted firstly,
- 2) End-users having alternative fuels,

Each region to be taken as a basis for the preparation of the End-User lists shall include Primary Exit Point and Secondary Exit Points connected to it, if any.

The order followed for the interruption and reduction shall be followed reversely for restoring the Natural Gas deliveries at the Exit Points to the normal levels.

14.12 Instructions

14.12.1 The Shippers shall follow the instructions from the Transporter to make a notification to the End Users to reduce or interrupt the Natural Gas off take at the Exit Point in the Difficult Day or Limited Capacity Day.

14.12.2 If a Shipper does not comply with the instructions given according to Section 14, the Transporter shall take measures to interrupt or reduce the Natural Gas delivery of that Shipper at an Entry or Exit Point.

14.13 Liabilities

The Transporter shall not be liable for the losses of the Shipper due to the Difficult Day or Limited Capacity Day.

14.14 Records

The Transporter shall keep the records of the interruption or reduction quantities applied to the Shipper on a daily basis as well as all the notifications made regarding the interruption or reduction.

SECTION 15

TAXES AND DUES

The Shipper shall be responsible for all payments including taxes and dues regarding import, sales, export, delivery, take over and transmission of the transported Natural Gas.

SECTION 16

SETTLEMENT OF DISPUTES

16.1 The disputes arising between the Transporter and Shipper for the below mentioned issues in line with the implementation of the NOP shall be settled by the EMRA:

- Capacity Reservations, cancellations,
- Allocations,
- System Balancing Participation Fees,
- Interruption Balancing Fees,
- Service Interruption Fees,
- Implementations for Emergency Case, Difficult Day and Limited Capacity Day.

The decision to be taken by the Board within 30 days shall be binding for the Parties. The Lawsuits against the decisions of the Board shall be heard by the Council of State as the court of first instance.

16.2. The procedures for the settlement of disputes other than those listed in Article 16.1 shall be set out in the STC.

SECTION 17

CONFIDENTIALITY

17.1 Confidential Information

As long as the NOP and STC are in force, the term “Confidential Information” shall mean the commercially confidential information and documents acquired by the Transporter, and commercially confidential information and documents acquired by the Shipper from the Transporter or another Shipper. The information regarding the public and already known by the public, which is announced on the website of the Transporter, shall not be considered as Confidential Information.

17.2 Disclosure

17.2.1. Confidential Information shall not be disclosed to any other person without the written consent of the other party, with the exception of following persons:

- 1) The EMRA and Competition Authority for their supervision and investigation purposes,
- 2) The Consultant of the Transporter or the Shipper,
- 3) Any bank or financial institution that has been requested to provide financial assistance or that has provided financial assistance to the Transporter or the Shipper,
- 4) Any public institution or organization required by any law;
- 5) Any judicial body.

17.2.2 When the Transporter or the Shipper discloses such information to a third party, except for those mentioned in 1, 4 and 5 of the Sub-clause 17.2.1, they shall require such parties to provide a guarantee that they will not disclose such confidential information to any person without their permission, as a prerequisite for such disclosure.

17.3 Continuity

17.4.1 The provisions of Section 17 shall be binding for the Transporter and Shipper during the terms of STC and for the following 5 years.

17.4 Ownership of Data

17.4.1 In accordance with the provisions of Section 17, any data processed, saved or kept in various systems of the Transmission Network shall belong to the Transporter and the Transporter shall be able to use these data in an appropriate way for the provision of transmission service.

17.4.2 Shippers agree that they give unlimited and unrestricted permission for the use, copying, and processing of the data for the purpose of the implementation of the NOP and related STC and for other purposes mentioned in the NOP.

17.4.3 If the Transporter provides the data to the Shipper or makes the data available to them, the Shipper shall have the right to use such data free of charge for the purpose of the implementation of the NOP and for other purposes mentioned in the NOP.

17.5 Sanctions

If the confidentiality provisions are violated, the party that determines such violation shall inform EMRA about the situation. Besides, such party shall reserve the right to take legal action against the related party.

SECTION 18

INVOICING AND PAYMENT

18.1 Overview

The amounts payable to the Transporter and Shipper under this NOP shall be invoiced and paid in accordance with the provisions of Section 18.

18.2 Contents

Each Invoice should contain:

- (a) The identity and address of the party preparing the invoice,
- (b) The identity and address of the party for whom the invoice is prepared,
- (c) Each invoice item and the amount calculated for each item,
- (d) Invoice number,
- (e) Address or bank account number that the invoice is to be paid.

18.3 Monthly Invoices

The Transporter shall send Monthly Invoice to the Shipper and the Shippers that have sold Balancing Gas and will receive Service Interruption Fee or Interruption Balancing Fee shall send Monthly Invoice including the necessary details to the Transporter in the first ten (10) days of a month for the previous month. However the Transporter shall inform the Shipper and the Shipper shall inform the Transporter of the invoice by the 10th day of each month.

18.4 Monthly Invoices of the Transporter

18.4.1 The Monthly Invoices prepared by the Transporter shall include the amounts to be paid by the Shipper for the below invoice items (together with the taxes to accrue):

18.4.1.1 Transmission Fee;

- (a) Transmission capacity fee,
- (b) Transmission commodity fee,
- (c) Capacity Overrun Fee

18.4.1.2 Dispatch Control Fees;

(a) System Balancing Participation Fee;

- 1. Daily Imbalance Fee,
- 2. Scheduling Fee,

(b) Interruption Balancing Fee

18.4.1.3 Other fees payable according to the NOP, if any.

18.5 Monthly Invoices of the Shipper

The Transporter shall notify the Shipper, by the seventh day of each month at the latest, of the Service Interruption Fee, Interruption Balancing Fee, Total Balancing Gas Quantity supplied to the Transmission Network by that Shipper within the previous month upon the instruction of the Transporter and the corresponding quantity in kWh. The Shipper shall send the two invoices to the Transporter prepared according to Article 18.3 separately for Service Interruption Fee and Balancing

Gas Quantity that is calculated in accordance with its proposed unit price for the Balancing Gas and for Interruption Balancing Price.

18.6 Payments

18.6.1 The Shipper and the Transporter shall pay each other the total amount indicated on the Monthly Invoice no later than the 18th day of each Month. If the 18th day of the month is an official holiday, the payment shall be made on the first working day following the official holiday.

18.6.2 The Transporter shall make the payment of the total amount calculated for the Interruption Balancing Fee indicated on the Monthly Invoice to the Shipper no later than the 20th day of each Month. If the 20th day of the month is an official holiday, the payment shall be made on the first working day following the official holiday.

18.6.3 The payments to be made in accordance with the NOP shall be in Turkish Lira and shall be made to the bank accounts and addresses mentioned in the invoices.

18.6.4 Amounts to be paid under the NOP;

- 1) Shall be free of any limitation, terms and conditions;
- 2) Shall be made without any deduction from the amount to be paid.

18.7 Taxes

18.7.1 The invoice shall contain all tax amounts necessary to be indicated on the invoices regarding the invoice items.

18.5.2 Except for the conditions stipulated by the Law, the amount to be paid in accordance with the NOP shall be paid without any deduction and limitation regarding the tax.

18.8 Interest

18.8.1 In case the Shipper does not make the payment until the date mentioned in sub-clause 18.6.1, an interest shall accrue on such overdue payment. The interest amount shall be calculated on an interest rate mentioned in Article 51 of the Law no. 6183 on the Procedures for the Collection of Public Claims for the period between the date mentioned in sub-clause 18.6.1 and the payment date.

18.8.2 In case the Shipper does not make the payment within 30 days following the due date mentioned in sub-clause 18.6.1, except for disputes arising from good will, following the completion of 30 days, the Transporter may suspend all his obligations under the NOP and related STC during a 21-day call period.

18.8.3 The Transporter may terminate the related STC if the Shipper does not pay all the outstanding amounts (including but not limited to the accrued interest) although the 21-day call period given to the Shipper by the Transporter is exceeded.

18.8.4 The interest rate to apply if the Transporter does not make the payment until the date mentioned in sub-clauses 18.6.1 and 18.6.2 shall be set out in the STC.

18.7 Invoice Disputes

18.7.1 In case there is any problem or dispute regarding the calculation or payment of any invoice, the Shipper shall inform the Transporter, and the Transporter shall inform the Shipper about the

detailed objections on the invoice amount within 8 days after they receive the related invoice. In case there is any dispute, the invoice amounts that are not related with the dispute shall be paid in accordance with the provisions mentioned in this Section 18.

SECTION 19

FORCE MAJEUR

19.1 In case the Transporter or Shipper cannot completely or partially fulfill their obligations under the NOP and STC due to Force Majeure;

19.1.1 The Transporter shall send a letter to the Shippers affected by its defaulted obligations, and the obligations of the Transporter shall be suspended to the extent they have arisen from the Force Majeure circumstances.

19.1.2 The Shipper shall inform the Transporter about its situation and the non-fulfillment of its obligations in writing and if the Transporter is convinced that the situation constitutes a Force Majeure affecting the Transmission Network completely or partially, the Transporter shall promptly inform all other Shippers that may be affected by that situation, and the obligations shall be suspended to the extent they have arisen from the Force Majeure circumstances.

19.2 Circumstances to be considered as Force Majeure

19.2.1 Force Majeure means any event or a series of events hindering or delaying the fulfillment of all or any obligation of affected parties under this NOP or any STC beyond their control, although they act as expected from a prudent and reasonable trader;

19.2.2 As subject to the provisions of sub-clause 19.2.1, Force Majeure events shall include, but not be limited to, the following events:

- Natural disasters such as earthquake, flood, landslide and epidemic,
- War and terrorist attacks,
- The actions or measures of any civil or military authority,
- Any legal and administrative decision and regulation,
- Fire, explosion, sabotage,
- Archeological findings,
- The structural changes and developments that may affect any part or parts of the Transmission Network or any region or regions on the route of the Pipeline generally.

19.3 Any Force Majeure event shall not remove the responsibilities and obligations of the Transporter and the Shipper to;

1) Make the necessary payments (except for cases where the failure for payment has arisen from the Force Majeure affecting all the appropriate payment ways –in which case, upon the removal of such Force Majeure, Affected Party shall pay the interest to accrue on the Quantity to be paid within period from due date to payment date),

2) Make a notification as provided for in this NOP.

19.4 The obligations of the Affected Party shall not be suspended according to Article 19.1:

1) If it does not submit the detailed report to the Other Party regarding the place and reason of the Force Majeure within 21 days following the occurrence of Force Majeure; and if he does not provide, in the earliest time possible, the related information which is impossible to submit within 21 days,

2) If he cannot prove that he exerts all efforts to overcome the effects of the Force Majeure.

19.5 Dispute on Force Majeure

If the Other Party argues that the event notified by the Affected Party is not a Force Majeure event, the Other Party shall object to the Affected Party within 10 days after receiving the notice. If the Other Party does not object within the due course, then it shall be considered to have waived its objection right. If the Other Party duly files an objection to the Affected Party as mentioned above, the parties shall settle the dispute within 30 days. If the Parties cannot reach an agreement, the dispute shall be settled according to the procedure of the settlement of disputes as mentioned in the STC, pursuant to Section 16 of the Operational Provisions in this NOP.

SECTION 20

LIABILITIES AND INDEMNITIES

20.1 No provision of this NOP shall limit or cease the liabilities of the Transporter or Shipper regarding the death or injuries arising from the negligence of the Transporter or Shipper, or any personnel or any representative.

20.2 Other liabilities of the Transporter and Shipper with each other that are not determined in Article 20.1 shall be regulated in the STC.

SECTION 21

MODIFICATIONS

21.1 The Third Parties and Suppliers, except the prospective and existing Foreign Operators and foreign Third Party Suppliers, or Transporter may request modification on NOP. The Transporter shall take into consideration the modification requests, semi-annually, twice within the Year (1 April – 30 September – 1 October – 31 March).

21.1.1 The relevant parts of the NOP Modification Proposal Form to be published by the Transporter through EBT shall be filled in by the Party making the proposal; and shall be submitted to the Transporter as follows in the first 15 Days of the first Month of the semiannual period. (1-15 April, 1-15 October):

- a) The Modification Proposal shall be on a written basis;
- b) A separate form shall be filled in for each section/article/clause/sub-clause on which a modification is to be proposed.
- c) The Party making a proposal (except the Transporter) shall determine a representative for the modification proposal. The Transporter shall be able to invite this person to his office for negotiations.
- d) The structure and objective of the modification proposal shall be specified in detail.

The proposals not submitted in accordance with this clause shall not be taken into consideration by the Transporter.

The transporter shall publish all proposals, including its own, submitted in accordance with this clause, on its internet page throughout the second Month (May, November) of the semiannual period.

21.1.2 The opinions of the other parties pertaining to the modification proposal shall be submitted to the Transporter as follows until the date of last publication of the modification proposal.

- a) The opinions shall be on a written basis;
- b) A separate opinion shall be reported for each modification proposal.

The opinions not submitted in accordance with this clause shall not be taken into consideration by the Transporter.

The transporter shall evaluate the modification proposals as a result of the opinions received and shall inform EMRA for the modification in the NOP when deemed necessary by himself, or his evaluations with regard to the suggested amendments or the modifications required due to the related regulations until the first day of the fourth month of the semi-annually period (July 1st – January 1st). The applications and notifications to be made by the Transporter to EMRA shall also include the views of the other parties regarding this. (The completed form of NOP Amendment Recommendation Form).

21.2 EMRA may amend NOP in line with the Natural Gas Market Transmission Network Operation Regulation.

21.3 Any of the parties, who may request modification in NOP in scope of the Section 21, may offer such a modification proposal that he believes an urgent modification is needed on it, outside of the period specified in Article 21.1 to EMRA

SECTION 22

CORRESPONDENCE AND NOTICES

22.1 All notifications needed under this NOP regarding Natural Gas Transmission including TAN, TACN, approval notifications, Programs, Allocations including Initial Allocation and Final Allocation, Capacity Transfers, Daily Imbalances, Interruption/Reduction/Increase Instructions, Difficult Days and Limited Capacity Days shall be made through EBB or in accordance with Section 22.2 if the Transporter explains that the EBB is not functional.

22.2 All other notifications required under this NOP shall be made via fax or other methods to be determined by the Transporter.

22.3 Notifications except for those made via EBB shall be made to the address of the Transporter mentioned below, and the address of the Shipper mentioned in the STC.

These notices shall be considered to have been submitted whenever they are received in a readable condition.

BOTAŞ Dođal Gaz İřletmeleri Bölge Müdürlüğü

Eskişehir Yolu 23. Km

Ankara/TÜRKİYE

SECTION 23

TEMPORARY PROVISIONS

23.1 Until BOTAŞ is restructured as a horizontally integrated legal entity for harmonization with market activities pursuant to Provisional Article 2 of the Law;

23.1.1 For the capacity allocations to be made prior to each Gas Year, a Reserved Capacity with respect to the annual minimum purchases undertaken in the agreements shall be taken into account at the relevant Entry Points for BOTAŞ, who has Natural Gas Import Agreement based on “Take or Pay” principle made in line with the inter-governmental agreements before the effective date of this NOP , and for the legal entities who are awarded the tender made by BOTAŞ pursuant to the provisions of temporary Article 2 of the Natural Gas Market Law No. 4646 in order to ensure transfer of existing natural gas purchase or sale contracts partially or totally together with all rights and obligations.

23.1.2 BOTAŞ shall accept that the unit performing transmission activity shall regard the Natural Gas import/wholesale and sales/export units as any Shipper. Within this context, the units of BOTAŞ performing Natural Gas import/wholesale and sales/export shall be subjected to the provisions of the NOP, except for awarding STC and Delivery Contract, the financial liabilities of Suppliers and Transporters to each other. BOTAŞ shall apply the same prices and fees that are applied to other Suppliers according to the NOP to its own import/wholesale/export activities.

23.1.3 System Balancing

Below special issues shall be considered with the ones taking part in the NOP and in the case of conflict, the issues mentioned in Part 23 shall be valid.

23.1.3.1 The Transporter shall not make special agreements for Internal Utilization Gas and/or Balancing Gas and for this purpose it shall utilize the Natural Gas delivered to the Transmission Network by the import/wholesale/export units of BOTAŞ.

23.1.3.2 During the Month and within some Days, by evaluating the Daily Imbalance cumulative that is determined as a DGF factor of the Suppliers, the Transporter shall have the right to request from the Suppliers to revise their TQN and/or Programs in order to minimize such cumulative imbalances.

23.1.3.3 For the Internal Utilization Gas demand, the Transporter shall act according to the requirements of the system within the Day. During the Transportation Amount Notification process, the Daily Haul Amounts related with the Internal Utilization Gas shall be utilized as requested by the Transporter and the final amount regarding this shall be determined by the Transporter at the end of the Day.

23.1.3.4 For the calculation of only the Daily Imbalance Fees;

(a) The Transporter shall announce the Final Allocation Amounts of each Supplier together with total entry and total haul Amounts of each Supplier regarding the Final Allocation Day on the EBT at 16:00 hours on G+5. The Suppliers shall inform the Transporter on the Amounts that are agreed amongst each other regarding total haul Amounts during the period between 16:00 hours on G+5 and 15:00 hours on G+6. The agreed Amounts shall be accepted by the Transporter provided that: (i) all affected

Suppliers inform the Transporter on the situation in writing, (ii) there is no change on the total entry and exit Amounts of the related Suppliers delivered to and hauled from the Transmission Network within the Final Allocation Day, (iii) no other Supplier is negatively affected from the outcome. The negative effect on the Third Parties and conflict of interests that may arise due to the Amounts determined by the Suppliers through agreement made between each other shall bind solely the related Suppliers.

(b) The Amounts agreed according to Sub-clause 23.1.3.4(a) or the Amounts announced by the Transporter at 16:00 hours on G+5 shall be announced on the EBT by the Transporter at 16:00 hours on G+6 and be taken into account for the calculation of Daily Imbalance Fees.

23.1.3.5 Until the last day of the previous month, the Transporter shall announce the Balancing Gas price proposal of each Supplier for the next month on the EBT.

23.2 The information and documents required to be posted and publicized on the website of Transporter pursuant to this NOP shall be posted on the website of BOTAŞ within 2 months following the enactment of the NOP.

23.3 The Transporter shall establish the EBB until 31.12.2004. Until this date, Article 22.2 shall apply or the website of the Transporter shall be used for the notifications and announcements planned to be made via EBB under the NOP, and for the information planned to be announced via EBB.

Annex-1

NATURAL GAS QUALITY SPECIFICATIONS

Chemical Composition (As Mol %)

Methane	(C ₁)	Min.	% 82
Ethane	(C ₂)	Max.	% 12
Propane	(C ₃)	Max.	% 4
Butane	(C ₄)	Max.	% 2,5
Pentane and Other Heavy Carbons	(C ₅₊)	Max.	% 1
Carbon dioxide	(CO ₂)	Max.	% 3
Oxygen	(O ₂)	Max.	% 0,5
Azoth	(N ₂)	Max.	% 5,8

Sulfur

Hydrogen Sulfide	(H ₂ S)	Max.	5,35	mg/m ³
Mercaptan Sulfur		Max.	16,07	mg/m ³
Total Sulfur		Max.	115,50	mg/m ³

Gross Calorific Value

Max.	10427	Kcal/m ³
Min.	8100	Kcal/m ³

Wobbe Index

Max.	13.000	Kcal/m ³
Min.	10.465	Kcal/m ³

Water Dew Point Maximum 0 °C(Summer Term), -5°C (Other Terms) (up to 44 Brg)

Hydrocarbon Dew Point Maximum 0°C (up to 67,5 Barg)

m³: It is equivalent to the volume of 1 (one) m³ gas under 15°C and 1,01325 bar absolute pressure.