

BASIC TERMS
OF THE DRAFT NEW CONTRACT FOR NATURAL GAS SUPPLY
BETWEEN PPC-DEPA

1. Scope of the Contract: The supply and transmission of natural gas, through the Greek National Natural Gas System (NNGS) at the Exit Points of the NNGS to PPC's Power Plants at Ag. Georgios, Lavrion, Komotini, Aliveri and Megalopolis.

2. Duration: Nine years, starting from 1.1.2012 up to 31.12.2020.

3. Contractual Quantities: In total 11,260 million Nm³ with Maximum Gross Calorific Value of 9,600 Kcal/Nm³ at reference temperature 0°C. The Annual Contractual Quantities increase gradually, from 1,080 million Nm³ for year 2012 to 1,540 million Nm³ for year 2016, while from year 2017 onwards the quantities will decrease ranging from 1,230 to 1,260 million Nm³.

4. Minimum Annual Contractual Quantity Requirements (take-or-pay): It is set at 80% of the respective Annual Contractual Quantities, while PPC has the right to decrease such requirement to 75% for two, non-consecutive years, on its own selection, following a six-months advance-notice to DEPA.

Any amounts paid by PPC in accordance with the take-or-pay clause for quantities of natural gas which have not been delivered, may be used for purchasing makeup gas quantities over the next contractual years.

5. Price of natural gas: Is based on the pricing mechanism applicable to all of DEPA's customers, who are Power producers, and consists of:

- The weighted average commodity price derived from the long-term Supply Contracts of DEPA (having an initial duration of at least three-year).
- DEPA's gross margin.
- The cost of natural gas transmission (NNGS's use cost) in accordance with the applicable Pricing Regulation and Transmission Tariffs, as approved by Regulation Authority of Energy (RAE).

Furthermore, the pricing mechanism includes volume reduction, which is valid only in the event that the take-or-pay of the respective year is covered.

Given the confidentiality clauses of the contracts between DEPA and its Suppliers, the verification of the calculation formulas of the contractual price of natural gas supply shall be performed by an independent body of common acceptance, to which DEPA shall provide all data necessary for this purpose. In case this is not feasible, the Contracting Parties shall have recourse to RAE.

6. Payment Guarantee: PPC shall provide a Letter of Guarantee to DEPA for an amount corresponding to 35-days natural gas consumption. Said Letter of Guarantee is estimated at EUR 47 million for year 2013.

7. Retrospective transfer to PPC of any gas-price changes in the Contracts between DEPA and its Suppliers: Corresponding to the terms of the contracts between DEPA and the rest of the Power producers, any retrospective charges to DEPA by its Suppliers shall be retrospectively transferred to PPC.

8. Dispute resolution: Save for the disputes of technical nature which shall be referred to a technical Expert, any other dispute between the Contracting Parties shall be resolved via arbitration in Athens; ICC Rules of Arbitration shall apply. Alternatively, in case of mutual consent, instead of arbitration, the Contracting Parties may have recourse to mediation under L. 3898/2010.

9. Confidentiality clause: The confidentiality clause applies to all terms and conditions of the Contract and is valid up to three years following the expiration of the Contract.

10. Change in Conditions-Contract Revision:

10.1. Revision of the Contract scope: PPC shall have the right within (2) two months following the effective date of the amendments to the NNGS Code, which are considered necessary for the implementation of the already approved new Pricing Regulation of NNGS (transmission tariffs), to request modification of the Contract so that its scope is solely restricted to the supply of Natural Gas, whereas the transmission services shall be directly contracted by PPC to the NNGS Operator (DESFA).

10.2. Clause of Contract renegotiation: In any case, especially in the event of changes of conditions in the power market, whenever renegotiation of the Contractual Terms is required or requested by any of the Contracting Parties, they shall be obliged to proceed with the relevant negotiations based on the principle of good faith, in order to adjust the Contract accordingly.

10.3 Contractual Price Revision: Each Contracting Party has the right to request the revision of the contractual price only once during the effective period of the Contract, no earlier than the 5th Contractual year (i.e. year 2016); any price revision agreed shall take effect in the Contractual year following the year of submission of the said request.