

CONTRACT AGREEMENT

FOR LEGAL SERVICES

CONCLUDED

BETWEEN

ICGB AD

and

DLA PIPER

eh *in*

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This Agreement is entered into between:

(1) ICGB AD, a trade company, established and functioning under the Bulgarian Commercial Law, having its registered seat in Sofia, 13 Veslets str, with UIC201383265, represented by its Executive Officers Teodora Georgieva – Mileva and Konstantinos Karayannakos;

hereinafter referred to as the “Contracting Entity”,

and

(2) DLA Piper a company, established and functioning under the UK Law, having its registered seat in England, 3, Noble Street, London EC2V 7EE, with Company No. OC 307847, represented by Andreas Gunst, authorized representative;

hereinafter referred to as the “Contractor” or “Legal Consultant”

and each a “Party” and together the “Parties”.

WHEREAS, the Contracting Entity wishes to implement the IGB Project, a Natural Gas Interconnector Greece-Bulgaria, pipeline that will physically interconnect the gas transportation networks of Greece and Bulgaria from Komotini – Greece to Stara Zagora – Bulgaria (the “**IGB Project**” or the “**Project**”).

WHEREAS, the Contracting Entity wishes to appoint a Legal Consultant to provide legal advice and related services in connection with the IGB Project.

WHEREAS, the Contracting Entity has performed a direct negotiations procedure under art. 182, para 1, item 5 of the Public Procurement Act and issued an Award Decision NoP-01-D dated 19.05.2017 pursuant to wish the Legal Consultant has been awarded the provisions of the Services to the Contracting Company;

Now therefore the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In the Agreement, the following words and expressions shall have the meaning hereby assigned to them unless otherwise specified:



“Activity” means any work to be performed by the Legal Consultant on a lump sum basis in accordance with Annex 1 (upon relevant Task Order issued by the Contracting Entity).

“Agreement” means this agreement for the provision of legal services together with its Annexes;

“Annex” means each annex attached to this Agreement and “Annexes” means all of them;

“Business Day” means a day (other than Saturday or Sunday) on which commercial banks are open for general business in both places where each Party has its registered office;

“Confidential Information” means any information, analysis, compilations, studies, documents or other material relating to the IGB Project which is obtained, directly or indirectly, by the Legal Consultant from the Contracting Entity, its directors, officers and employees, as well as from the Contracting Entity’s Shareholders, whether before or after the date of this Agreement, in any form (including, without limitation, in writing or orally or in a visual or electronic form or in a magnetic or digital form);

“Contracting Entity Travel Policy” means ordinances, rules and regulations applicable for the business trips of the Contracting Entity.

“Contracting Entity’s Shareholders” means Bulgarian Energy Holding EAD, a company duly registered and incorporated under the Bulgarian Legislation and IGI Poseidon S.A. a company incorporated in Greece under the Laws of Greece.

“Contact Persons” means the people enlisted in annex 4 to this Contract who are entrusted to exchange any type of information (through any mean) and/or to perform organizational activities, as the case may be, for the purposes and in accordance to the confidentiality provisions of this Contract. The appendix 4 may be amended upon request of the concerned Party and upon approval by the other Party.

“Contact Persons List” means a list of persons designated by the Contracting Entity including full contact details of them, as amended from time to time;

“Deliverables” means the documentation resulting from the performance by the Legal Consultant of the Services under this Agreement.

“First Draft” means, for Activities 2 to 5, as specified in Annex 1, the draft accepted by the Contracting Entity pursuant to the terms of this Agreement.

“IGB Project” or the “Project” has the meaning ascribed to it under the first whereas.

“Offer” means the commercial and technical offer submitted by the Legal Consultant for being awarded the Services of this Agreement, attached under Annex 3 to this Agreement.

“PPA” means The Public Procurement Act, promulgated in the Bulgarian State Gazette, issue 13/2016, as amended and in force as at the date of signature of this Agreement

“Scope of Work” means the list of Services detailed under Annex 1 to this Agreement.

“Services” means all the Activities specified in the Scope of Work, whose performance may be requested to the Legal Consultant by the Contracting Entity through a Task Order;

“Stakeholder(s)” means any of the official entities different from the Contracting Entity such as, but not limited to, Government Institutions and/or the National Regulatory Authorities and/or the European Commission Directorates and/or Transmission System Operators and/or Structural Funds Agencies and/or any financial institutions that are institutionally empowered by law and/or by regulations and/or by common sense and/or on a contractual basis to implement provisions in the Deliverables.

“Task Order” means the written task order notification issued by the Contracting Entity to the Legal Consultant for the provision of the relevant Service.

1.2 Interpretation. In this Agreement, unless and to the extent that the context do not requires otherwise, the language is to the extent possible gender neutral in the interest of simplicity and readability; words denoting any gender shall include all genders; references to articles, clauses, and sections are references to articles, clauses and sections of this Agreement; the words “here”, “here forth”, “herein”, “hereof”, “hereto” and “hereunder” and words of similar meaning when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision thereof; and the headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

2. SCOPE OF THE AGREEMENT

2.1. Subject of the Agreement. Subject to the terms of this Agreement, the Contracting Entity hereby appoints the Legal Consultant to act as the Contracting Entity’s non-exclusive legal advisor in order to perform the Scope of Work. Unless otherwise agreed in a Task Order, Services do not include advice on the tax implications of any transaction or course of action.

2.2. Language. The Services so as all the activities necessary for the performance of the Services under this Agreement shall be provided in English language. If the Services are requested to be provided in Bulgarian or Greek language, the costs for translation shall be agreed in advance between the Parties.

2.3. Task Order. The Contracting Entity will request the Legal Consultant to perform the Services through a Task Order. Within 3 (three) days upon receipt of the Task Order, the Legal Consultant shall indicate what kind of input data or information are needed for the performance of the relevant Services. The Task Order shall be submitted in writing by email or fax. The Task Orders issued by the Contracting Entity shall become an integral part of this Agreement.

2.4. Time Schedule for completion of the Services is contained under the Scope of Work. The commencement of Services shall be as from the date on which the input data/information are provided by the Contracting Entity;

2.5. Persons and or associated entities to Provide services. The Legal Consultant shall perform the Services entirely through the persons mentioned in its Offer. In case a change of team member is needed by the Legal Consultant, the new team member shall comply with the selection criteria set in the invitation to tender as part of the negotiation procedure. Any change in the team shall be notified in advance to the Contracting entity and shall be subject to approval.

2.6. Representation and warranties by the Legal Consultant. The Legal Consultant represents and warrants that he acts in full compliance with the applicable legislation and is duly qualified, skilled, licensed and accredited as

lawyer in accordance with the country of its incorporation. The Legal Consultant further guarantees that all Services will be rendered in compliance with the legislation in force at the date upon which the Services are rendered and will be performed in accordance with the best professional practices and ethics.

3. FEES, EXPENSES AND DISBURSEMENTS

3.1 Lump Sum. The Services, as described in the Scope of Work and activated through a Task Order are partly lump sum based and partly hourly rates based. The Activities will be paid on a lump sum basis as per the following fees, expressed in Euros:

Activity	Description	Lump Sum Fee (Euros)
1	Review and final assessment of the preliminary IGB Project Risk Matrix (twenty-thousands Euros)	20,000
2	First Draft of EPIC contract and Line Pipe Supply Contract subject of English Law (one-hundred-five-thousands Euros)	105,000
3	First Draft of a first quality gas transportation agreement ("GTA") for all system users (forty - thousand Euros)	40,000
4	First Draft of a first quality draft Inter-Governmental Agreement (thirty-thousand Euros)	35,000
5	First Draft (or review of) of a first quality Interconnector Agreement with the relevant natural gas transmission system operator (twenty-five- thousand Euros)	25,000

Without prejudice to the foregoing, finalization of Activities 2 to 5 will be invoiced on the number of hours spent in compliance with the agreed hourly rates set forth under Article 3.2.

3.2 Hourly Rates. For Services that fall outside the Activities 2 to 5 as described in the Scope of Works the Contracting Entity shall pay remuneration based on unit hourly rates in accordance with the seniority and the time effectively spent at the following hourly fees, broken down by Contractor's partnership and seniority, expressed in Euros per hour:

DLA Piper	Hourly rate
Andreas Gunst - partner	360
Charles Morrison - partner	360
Michael Cieslarczyk - partner	360
Nigel Drew - partner	360
Domenico Gullo - partner	360
Sharon Fitzgerald - partner	360
Dimitris Papaefstratiou - partner	360
Sam Szlezinger - partner	360
Dubravka Grujic - counsel	360
Lauren Kelsal - associate	280
Bernhard Maier - associate	280
Trainee	90

Spasov and Bratanov	Hourly rate
Partner	160
Counsels	150
Senior Associates	140

M. & P. Bernitsas	Hourly rate
Partners/ Counsels	210
Senior Associates	190
Associates	160
Trainees	90

3.3 With respect to the Services to be performed other than on a lump sum basis, the Legal Consultant shall make a rough estimation for the time necessary to be spent in relation thereto. In case the time effectively spent will be lower or higher than the one forecasted in a Task Order, the Legal Consultant shall invoice only the time effectively spent together with a time narrative.

3.4 Unless otherwise agreed in a Task Order, the Legal Consultant fees shall include fees and duly documented expenses. The translations costs will be billed separately.

3.5 Taxes. The lump sum prices and the hourly rates set out in articles 3.1 and 3.2 of this Agreement do not include VAT or any other taxes or levies (if applicable).

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3.6 Travel, Accommodation, Subsistence Allowances. The Legal Consultant may charge separately for expenses of travel and accommodation which are directly related to the provision of Services, provided that the Legal Consultant does not charge for travel time and uses air or train travel and hotel rates in accordance with the Contracting Entity's Travel Policy a copy of which the Legal Consultant declares to receive upon signature of this Agreement. The Contracting Entity undertakes to send to the Legal Consultant the Contracting Entity Travel Policy as amended. Any travel engagement shall be explicitly required by the Contracting Entity and the forecast of the fees for the business trip including travel and accommodation allowances shall be subject to written approval by the Contracting Entity prior to incurring it.

3.7 Office Costs. Photocopying, telephone calls, business staff overtime and all other customary office disbursements shall be included within the fee rates indicated in article 3.1 and 3.2 above.

4. INVOICING AND PAYMENTS

4.1. Acceptance Protocols. All the Deliverables shall be finally accepted by the Contracting Entity. The Acceptance protocols signed by both Parties appear to be grounds for relevant payments. The Acceptance Protocol for the First Draft of the Deliverables resulting from performance of the Activities 1 to 5 shall be ground for payment of the respective lump sum Activity.

4.2. Issuance of Invoices. The Legal Consultant shall advance its invoices via email to the Contracting Entity with hard copy to follow.

4.3. Invoicing Period. The Legal Consultant shall issue invoices within 15 days upon signature of Acceptance Protocol/s or on a monthly basis at the end of each month in which Services are performed.

4.4. Form of Invoices. The Legal Consultant shall, in accordance with this Article 4., send all original invoices to the Contracting Entity's seat. The invoices shall contain the VAT number of the Contracting Entity and of the Legal Consultant.

4.5. Detailing of Invoices. Invoices shall be accompanied by a breakdown which allows a proper and intelligible verification of the amounts billed and namely (i) a description of the Services rendered and Deliverables provided, (ii) dates on which Deliverables have been provided, (iii) details of the team members rendering the Services and providing the Deliverables in case of Services provided on hourly rates, (iv) the time spent for the Services on hourly rates, (v) the fee amount pro rata temporis, (vi) the total fee amount, (viii) reference to the supporting documentation as regards to expenses and disbursements relating to the provision of Services together with copies of invoices or receipts. All invoices shall be expressed in the currency of Euro. VAT and other applicable taxes shall be set out separately in the invoice.

4.6. Payment Period. The Contracting Entity shall pay to the Legal Consultant the amount invoiced within 30 calendar days upon receipt of the relevant invoice.

5. COMMUNICATION. ACCEPTANCE OF DELIVERABLES.

5.1. Contact Persons List. The Contracting Entity undertakes to provide the Legal Consultant with a Contacts Persons List to which all the correspondence regarding the execution of this Agreement should be addressed. Any amendment to the Contact Persons List by the Contracting Entity shall be done in writing and such amended Contact Persons List shall be promptly provided to the Legal Consultant.

5.2. Obligation to Communicate with Contact Persons. The Legal Consultant shall with regards to the engagement under this Agreement receive instructions from and report to the Contact Persons only.

5.3. Acceptance of Deliverables. All Services as requested in the Task Orders shall be subject to review and comments by the Contracting entity within 20 business days after submission when Stakeholders are not involved. The Legal Consultant shall be obliged to review and consider all comments and notes within 10 business days after receiving feedback from the Contracting entity. The documents for becoming Deliverables are to be accepted when all comments are reflected or otherwise closed upon duly substantiation and/or justified grounds provided by the Legal Consultant [in acceptable way for the Contracting Entity]. Acceptance shall be certified with an Acceptance Protocol, signed by authorized representative of both Parties.

6. CONFLICT OF INTEREST

6.1. Observing Conflict of Interests. Legal Consultant shall at all times observe and comply with all rules regarding conflict of interest under its professional regulations or under applicable law. In the event a conflict of interest arises, the Legal Consultant shall promptly inform the Contracting Entity in order to jointly determine whether the conflict of interest can be solved or requires a suspension or termination of Services.

6.2. Notification Cases. Legal Consultant shall not act for any person or entity with competing interests to the Contracting Entity unless further to its notification, approval is obtained by the Contracting Entity.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Any written documentation drafts, opinions, including attachments to or notes contained in emails provided by the Legal Consultant to the Contracting Entity in the course of the provision of Services shall become exclusively the property of the Contracting Entity and may be freely used by the Contracting Entity and its Shareholders.

8. CONFIDENTIALITY, FILE KEEPING AND DATA PROTECTION

8.1. Confidentiality Obligation. Legal Consultant agrees not to use Confidential Information in any other way except for the purpose of providing the Services in accordance with this Agreement.

8.2. Obligation to Prevent Disclosure. Legal Consultant agrees to prevent and protect Confidential Information, or any part thereof, from disclosure to any person other than Legal Consultant team members involved in the provision of the Services. Legal Consultant shall ensure that all team members are aware of the terms of this Article 8. Legal Consultant agrees to take all steps necessary to protect the secrecy of Confidential Information, and to prevent Confidential Information from falling into the public domain or into the possession of unauthorized persons. The standard of care for protecting Confidential Information imposed on Legal Consultant shall be at a minimum of the degree of care required by law or professional regulations, but shall not be less than the degree of care normally used by it with respect to its own confidential or proprietary information.

8.3. Non-Confidential Information. Confidential Information shall not be deemed confidential and proprietary and the Legal Consultant shall have no obligation with respect to such information where the information was known to Legal Consultant prior to receiving any of the Confidential Information from the Contracting Entity; has become publicly known through no wrongful act of Legal Consultant; was received by Legal Consultant without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or was independently developed by Legal Consultant without use of the Confidential Information.



8.4. Disclosure Required by Law. If a disclosure or announcement of Confidential Information is required by law, or by a governmental authority or other authority with relevant powers to which Legal Consultant is subject, the disclosure or announcement shall only be made by Legal Consultant after obtaining the prior written consent of the Contracting Entity (such consent not to be unreasonably withheld) to the extent feasible and after taking into account the Contracting Entity's reasonable requirements as to its timing, content and manner of making the disclosure or dispatch. Legal Consultant shall (i) give the Contracting Entity written notice of the Confidential Information to be so disclosed as far in advance of its disclosure as practicable; (ii) furnish only that portion of the Confidential Information which is legally required to be disclosed; and (c) use best endeavors to obtain any order or other reliable assurance that confidential treatment will be accorded to such portions of the Confidential Information to be disclosed as the Contracting Entity require.

8.5. Time Period. Confidential Information disclosed under this Agreement will be kept confidential by the Legal Consultant for a period of 5 years from the date of the initial date of disclosure if earlier or from the date of signature of this Agreement.

8.6. Indemnity for Disclosure. Legal Consultant shall indemnify the Contracting Entity on demand against each loss, liability and cost which the Contracting Entity incurs as a result of any breach of Article 8.1 to 8.5 by the Legal Consultant or by any of Legal Consultant's directors, officers or employees.

8.7. References. Unless agreed in advance with the Contracting Entity, the Legal Consultant may not use its engagement and the Services and Deliverables provided under this Agreement as reference work and may not disclose in its firm brochures/website or other promotional or information materials the fact that the Contracting Entity is among their Contracting Entity and/or any issues they had given advice on to the Contracting Entity.

9. TERMINATION

9.1. Termination by Contracting Entity. The Contracting Entity shall be entitled to terminate at its absolute discretion this Agreement with 4 (four) weeks prior written notice.

9.2. The Agreement is terminated without prior written notice in case the total remuneration paid exceeds the threshold by law.

9.3. Termination by Legal Consultant. The Legal Consultant shall be entitled to terminate this Agreement with 8 (eight) weeks prior written notice or if required to do so pursuant to professional regulations or law. In case the termination notice is served within a period of execution of a Task Order, the termination notice shall be prolonged accordingly in order to allow completion of the respective task. The latter shall not apply in case the termination is served due to reasons for termination deriving from mandatory legal requirements.

9.4. Work in Provision. In case of termination of this Agreement:

(i) the terminating or terminated Party, as the case may be, shall pay for all unpaid work in provision conducted and expenses in accordance with any Task Order requested by it prior to termination subject to a provision of a final invoice in accordance with Articles 4.4 to 4.6 on or before the date of termination.

9.5. The Acceptance Protocol may be issued also for unfinished Task Order related to lump sum items and in such a case 25% of the relevant lump sum will be paid to the Consultant.

10. DISPUTE RESOLUTION AND APPLICABLE LAW

10.1. Dispute Resolution by Court. For disputes that can in the reasonable opinion of the Contracting Entity not be resolved in an amicable way, the Contracting Entity may refer the matter to the ordinary courts for decision. In this case, the competent court shall be the relevant court under the Bulgarian Procedural Law.

10.2. Governing Law. This Agreement including all integrating parts shall be subject to the Bulgarian Law.

11. MISCELLANEOUS

11.1. Severability. If any of the provisions in this Agreement are declared void, illegal or otherwise unenforceable, this shall not invalidate any of the remaining provisions of this Agreement which shall survive unaffected. In this event, the provision, as far as it is void, illegal or unenforceable, shall be replaced by a valid provision which is as close as possible to the intended effect of the void, illegal or otherwise unenforceable provision.

11.2. Assignment and Novation. The Legal Consultant is not entitled to assign its rights or novate its rights and obligations hereunder to third parties without Contracting Entity' prior written approval.

11.3. No Waiver. No failure of the Contracting Entity to request an exact compliance with or execution of any provisions of this Agreement shall be construed as a waiver of any right of the Contracting Entity arising from this Agreement.

11.4. Entire Agreement and Termination of Existing Engagement Agreements. Upon coming into effect of this Agreement, any engagement letters or respective amendment letters already existing between the Legal Consultant and the Contracting Entity shall be terminated. For the avoidance of doubt, any termination of the above engagement letters and respective amendment letters shall neither affect the liability of the Parties for any services of whatever kind and in whatever form (including but not limited to oral or written advice (including but not limited to any deliverable)) rendered thereunder, nor any confidentiality obligation, nor any provision explicitly surviving such termination pursuant to such engagement letter and respective amendment letter.

11.5. Exclusion of Terms and Conditions. Neither general terms and conditions of the Legal Consultant nor the Contracting Entity in any form shall form an integral part of this Agreement, even if attached to or submitted in connection with Task Order Proposals and not explicitly objected to by Legal Consultant or Contracting Entity, respectively.

11.6. Amendments. Any amendment (including any additions) to this Agreement shall be made in writing upon unanimous written consent of all Parties on the grounds for amendments stipulated in art. 116 of the Bulgarian Public Procurement Act. This shall also apply to waivers of this form requirement. Statements made by e-mail shall not satisfy this form requirement.

11.7. Notices. Unless explicitly provided otherwise in this Agreement, whenever notice is required by the provisions of this Agreement to be given (i) to the Contracting Entity, such notice shall be sent in writing to the attention of the Contact Persons under the address of the Contracting Entity stipulated in the recitals, and (ii) to the Legal Consultant, such notice shall be sent in writing to the attention of Mr. Andreas Gunst under the address of the Legal Consultant stipulated in the recitals.

11.8. Delivery Presumptions. Unless explicitly provided otherwise in this Agreement, all written notices to be given under the Agreement shall be deemed received and effective:

- (i) if delivered by hand, on the Business Day delivered or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;
- (ii) if sent by first class post, on the second Business Day after the date of posting, or if sent from one country to another, on the fifth Business Day after the day of posting; or



(iii) if sent by facsimile transmission and a valid transmission report confirming good receipt is generated, on the day of transmission if transmitted before 17 :00 hours (recipient's time) on a Business Day or otherwise at 9 :00 hours (recipient's time) on the first Business Day after transmission.

11.9 Notification of New Addresses. Each Party undertakes to notify the other Party by notice served in accordance with this Article if the address specified herein is no longer an appropriate address for the service of notice.

12 EFFECTIVE DATE AND VALIDITY OF THE CONTRACT

12.1. This Agreement is executed on and effective as of 26.07.2017

12.2. The Agreement shall be valid until all activities included in the Scope of Agreement are entirely executed but not more than 5 years as of the effective date.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

13 ANNEXES

The following annexes are integral part of this Agreement

1. Annex 1 – Scope of Work;
2. Annex 2 – Task Order Template;
3. Annex 3 – Legal Consultant Technical and Commercial offer as agreed in the negotiated procedure;
4. Annex 4 – Contact Persons List;

This Agreement shall prevail on the above Annexes in case of contradictions or discrepancies.

Established in two (2) originals [and executed in counterparts.

Teodora Georgieva – Mileva

Executive Officer, ICGB AD

Konstantinos Karayannakos

Executive Officer, ICGB AD



DLA PIPER UK

Andreas Gunst, Partner

Teodora Mileva

Annex 1 - Scope of Work

The Contractor shall become acquainted with the status of and the framework upon which the IGB Project is developed by ICGB AD (the "Company" or "ICGB") in all material respects. In particular, among the activities launched and on-going, the IGB Market Test, the procurement, the fiscal and interconnection issues are of paramount importance. In coordination with the Company and its advisory team, the Contractor shall provide ICGB with the legal services outlined under the Scope of Work.

The participation of the Contractor in a kick-off meeting to take place in Sofia shall be considered as included in the prices quoted.

The Contractor shall participate in meetings and/or calls upon ICGB demand for the purpose of this Contract.

Meetings may occur in Athens, Milan, Brussels and Sofia. The latter is the most probable destination as the legal address and headquarter of ICGB.

The scope of work comprises the performance of legal activities and services (the "Activities") set forth below. The Company shall have the option to require the Contractor, at its own discretion, the performance of one or more of the Activities .

1.1. Activity 1

Review of the preliminary IGB Project Risk Matrix ("Risk Matrix") prepared by the Company and relevant finalization to include the related mitigation strategy/measures that will allow reducing the overall risk to be borne by the Company and its Shareholders to be born during procurement, construction and operation of the pipeline.

Time Schedule of Activity 1

The Risk Matrix shall be finalised by the Contractor together with ICGB and its other advisors (as required) within 7 days from the relevant notification by ICGB to perform such activity and delivery of the cited materials.

The finalized Risk Matrix will be subject to ICGB approval for allowing the relevant payment on a lump sum basis.

1.2. Activity 2

Drafting first quality agreements based on instructions and materials (where applicable) by ICGB:

- i. For Line Pipe Supply
- ii. For EPIC (Engineering Procurement Installation and Commissioning)

Relevant to the procurement and construction phase of the IGB Project



The contracts above shall be assessed in complementary basis for what the scope of works is concerned, in accordance with the Risk Matrix and contracting strategy expressed thereof, they shall assure the full implementation of the IGB project from procurement up to the end of commissioning and in accordance with the technical documentation provided by ICGB on purpose as necessary. In addition a "notice to proceed" clause shall be embodied in order to allow ICGB (i) to freeze prices and commitments by suppliers upon execution of the contracts; and (ii) to make the contracts effective upon delivery by ICGB of the notice to proceed with limited liabilities (possibly zero) by ICGB before notice to proceed issue.

The draft agreements shall be governed by the English law and follow the FIDIC practices, where applicable, but it must contain provisions that oblige the contractor to comply with special legal requirements for acquiring supplies and perform works in accordance to Bulgarian and Greek legislations. Most possibly dedicated sections to special Bulgarian and Greek Provisions should be included as attachment to the body of the agreement. The body of the agreement shall contain attachments and section in accordance to usual practice such as bond templates, time schedule, performance guarantee and so forth.

This activity 2 requires particular attention and resources for being sped up to the maximum extent as the procurement phase is on the critical path of IGB schedule realization.

Time Schedule of Activity 2

The delivery of the drafts which constitutes the subject matter of this activity shall be completed within 15 days from the relevant notification by ICGB to perform the activity and delivery of the cited materials. This first round of drafting will be subject to ICGB approval for allowing the relevant payment on a lump sum basis.

The Agreements shall be finalised on the basis of the outcome of the consultation with the Stakeholders involved (i.e., when applicable, Structural Fund Agencies, National Procurement Authorities, Financial Institutions in coordination with ICGB, within [1] week from receiving ICGB instructions. The relevant services will be paid based on unit rates.

1.3. Activity 3

Drafting a first quality gas transportation agreement ("GTA") for all system users, to apply also to users of exempted capacity, in accordance with the Risk Matrix and the IGB market test procedures, as jointly approved by the Regulatory Authority for Energy ("RAE") of Greece and the Energy and Water Regulatory Commission ("EWRC") of Bulgaria (both as National Regulatory Authorities, "NRAs"), as well as with any relevant requirements/measures, which may be expressed during the environmental-social due diligence and/or financial due diligence; [the draft GTA will be subject to an iterative refinement with the NRAs, and/or the financial institutions, as applicable.

Time Schedule of Activity 3

A first draft GTA shall be prepared for ICGB review within 1 month from the relevant notification by ICGB to perform such activity. This first round of drafting will be subject to ICGB approval for allowing the relevant payment on a lump sum basis.



The GTA shall be finalised on the basis of the outcome of the consultation with the Stakeholders involved (i.e., when applicable, National Regulatory Authorities, Financial Institutions in coordination with ICGB, within 1 week from receiving ICGB instructions. The relevant services will be paid based on unit rates.

1.4. Activity 4

Drafting a first quality draft Inter-Governmental Agreement focused mainly on taxation/ fiscal cross-border purposes. The draft will be subject to an iterative refinement as per Governments Institutions instructions as applicable.

Time Schedule of Activity 4

A first draft of the agreement which constitutes the subject matter of this activity, shall be completed within 1 (one) month from the relevant notification by ICGB to perform the activity.

Delivery of a final draft of the above mentioned agreement shall take place within 1 month from receiving comments by ICGB and its advisors on the first draft/s.

The first draft approved by ICGB is a ground for relevant payment on a lump sum basis

The IGA shall be finalised on the basis of the outcome of the consultation with the Stakeholders involved (i.e., when applicable, National Regulatory Authorities, Fiscal Institutions, Governmental Institutions in coordination with ICGB, within 1 week from receiving ICGB instructions. The relevant services will be paid based on unit rates.

1.5. Activity 5

Drafting first quality Interconnector Agreements with the relevant natural gas transmission system operators - DESFA, BULGARTRANGAZ and TAP (Trans-Adriatic Pipeline) in accordance with applicable regulations.

Alternatively, reviewing and finalizing the interconnector agreements proposed by the above mentioned transmission system operators.

Time Schedule of Activity 5

The drafting and/or the review, as applicable, of a first draft of the agreements, which constitutes the subject matter of this activity shall be completed within 1 (one) month from the relevant notification by ICGB to perform the activity. This first round of drafting will be subject to ICGB approval for allowing the relevant payment on a lump sum basis.

The IAs shall be finalised on the basis of the outcome of the consultation with the Stakeholders involved (i.e., when applicable, National Regulatory Authorities, Financial Institutions in coordination with ICGB, within 1 week from receiving ICGB instructions. The relevant services will be paid based on unit rates.



1.6. Additional Services

In addition to the above, the Contractor shall also provide hourly rates applicable for any other support of legal nature as requested by ICGB, in conjunction with the IGB Project. A threshold amount of hours upon which discounted hourly rates shall apply will be appreciated.

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Annex 2

ICB PROJECT

- Task Order -

Description of the Specific Services citing the Activity of the Scope of Works

1. Description of the Services:

[...]

2. Costs of the Services

Lump Sum.....Or

Hourly Rates _____ – forecast for the estimated time _____

3. Date until the task will be completed:

[...]

Other – delivery of material or input data _____

This service description is assigned by Contact Person _____

Name and Position

Date of the Task Order [...]

Representative of Legal Consultant

This Task Order Proposal has been approved by:

Representative of ICGB

Annex 3

Legal Consultant Technical and Commercial offer as agreed in the negotiated procedure

To be appended later

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Annex 4

LIST OF CONTACT PERSONS

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