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	Date	Description	Prepared	Checked	Approved

נתיבי הגז הטבעי לישראל
ISRAEL NATURAL GAS LINES

Document Title

Exhibit G

Take Over Certificate for PRMS

Company Representative	:	Ms. Shosh Yaacoby
Reference	:	
Document Originator	:	Gil Hagay

Area Code: **GEN**

Document-No.	Rev.
468929	1

Take Over Certificate

To:
(hereinafter: the "**Contractor**")

Re: Take Over Certificate

All capitalized terms not defined herein shall have the meaning attributed to them in the Agreement for the design, manufacture, delivery, and supervision of the installation and commissioning of a PRMS for the Project _____ [*insert name & no. of Project*] dated _____ (doc. no. _____) (hereinafter: the "**Contract**").

This is to confirm that on _____ [insert the starting date of the actual takeover] based upon the Completion Certificate dated _____ (ref. no. _____) issued by and on behalf of the Contractor and attached herein as Exhibit A, subject to a successful passing of the Tests in accordance with provisions of the Contract the Contractor became eligible to receive the Take Over Certificate for the _____ located in_____, pursuant to the General Conditions of the Contract, with the exception of the Works enumerated in the Punch List/s attached as **Exhibit C** [delete the reference to the Punch List if not applicable] in accordance with the hand over protocol set forth in **Exhibit B** attached herein.

The above confirmation shall not in any way derogate from the provisions of the Contract including all the Contract Documents, appendices, annexes, and attachments thereto and the obligations of the Contractor thereunder.

The above confirmation shall not in any way derogate from the provisions of the Contract including all the annexes and attachments thereto and the obligations of the Contractor thereunder and from the attached Punch Lists [*Delete if not applicable*].

_____
Israel Natural Gas Lines Company Ltd.

Exhibit A to Take Over Certificate

Contractor's Completion Certificate

Exhibit B to Take Over Certificate

Hand Over Protocol Between the Contractor & The Company

for Project _____ [insert name & no. of Project]

All capitalized terms not defined herein shall have the meaning attributed to them in the Contract, to which this Annex is attached.

This Hand Over Protocol is executed on this ___ day of _____, by the Company and by _____ (the "**Contractor**").

Whereas this Hand Over Protocol and the declarations and undertakings set forth hereunder shall be deemed to be agreed upon by and binding on the parties hereto and shall constitute an integral part of the Contract; and

Whereas the Contractor applied to the Company for a Take Over Certificate for the Works in accordance with the provisions of the Agreement.

Now, Therefore, the parties hereby agree as follows:

1. The Contractor undertakes to complete the Works pursuant to the provisions of the Contract and the Punch list/s, within the time frame indicated in such Punch Lists [Delete the reference to the Punch List if not applicable];

2. The Contractor declares that the Works were, and shall be executed in accordance with applicable Law and the Agreement to the full satisfaction of the Company;

3. The Contractor undertakes to settle any claim against the Company, including without limitation any monetary claim, which results from a responsibility of the Contractor according to the Agreement and the Law, to the full satisfaction of the Company;

4. The Contractor undertakes to perform all the following to the full satisfaction of the Company: [Delete if not applicable]

   a. To submit to the Company all the plans, drawings, documentation and files as set forth in the Agreement and the Technical Volumes.

5. The Contractor declares that any entrance to the Site shall be subject to all the following, all at the sole expense of the Contractor:
   a. The Company's prior approval;
   b. The relevant Company's procedures and;
   c. The Company's supervision.

6. The Contractor hereby declares that it has no claims and will not have any claims with respect to simultaneous Works in the Site.

7. The Defect Liability Period according to the Agreement shall commence from the date that the Company shall issue the Take Over Certificate. However, where a Punch List attached to such Take Over Certificate, than the Defect Liability Period regarding all and any of the Works in this Project shall commence at the date of the Company Representative's written approval that all remaining Works or Defects in the System existed at the time of Taking over, have been remedied to the full satisfaction of Company.

Subject to the declarations and undertakings of the Contractor above, and without derogation from any of the rights of the Company under the provisions of the Agreement and all Agreement Documents, the Company is willing to issue this Take Over Certificate for the Works.

In Witness Whereof, the parties hereto have executed this Take Over Certificate to the Project:

Israel Natural Gas Lines Company Ltd. Signed on behalf of INGL by the following: Name: _____ Title: _____ Signature: _____ Name: _____ Title: _____ Signature: _____ Company's Seal: _____	_____ **The Contractor** Signed on behalf _____ by the following: Name: _____ Title: _____ Signature: _____ Name: _____ Title: _____ Signature: _____ Company's Seal: _____
	_____ **The Member** (if applicable) Signed on behalf _____ by the following: Name: _____ Title: _____ Signature: _____ Name: _____ Title: _____ Signature: _____ Company's Seal: _____

Exhibit C to Take Over Certificate

for Project _____ [insert name & no. of Project

Punch List/s
(If applicable)