

Agreement on Storage Facility Access

for the Natural Gas Storage Facility Inzenham-West
hereinafter referred to as „Natural Gas Storage Facility“

between <Name of company>
<Address, Street>
<Place>
<Country>
<VAT ID no.>

hereinafter referred to as „Storage Customer“

and NAFTA Speicher Inzenham GmbH
Moos 7
83135 Schechen
Germany
VAT ID no. DE 279562925

hereinafter referred to as „SSO“

Storage Customer and SSO hereinafter referred to individually as “Contractual Partner” or collectively as „Contractual Partners“.

Article 1 Subject of the Storage Contract

1. The scope of the Agreement shall extend to the provision of Storage Capacities through SSO and their usage through the Storage Customer. By paying storage fees the Storage Customer shall be entitled to store Natural Gas by SSO. The conditions that shall apply are set out in this Agreement including all appendices.
2. SSO shall be obliged to provide the contracted Storage Capacities consisting of the capacity components Working Gas Capacity, Injection Rate and Withdrawal Rate for the agreed period of time. The contracted Storage Capacities according to sentence 1 will be shown in Appendix A per Storage Year. SSO shall be obliged to operate the contracted Storage Capacities by following the Storage Customer's instructions, i.e. to carry out Injections and Withdrawals within these Storage Capacities, to take over or to deliver respective Natural Gas quantities and to store resulting Working Gas Quantities.
3. The Storage Customer shall make the quantities of Natural Gas nominated for Injection available and shall take back the Natural Gas quantities after Withdrawal.
4. Natural Gas quantities may be taken over and delivered by SSO together with and not separated from other Natural Gas quantities. The physical identity of the Natural Gas does not have to be ensured by SSO.
5. SSO shall only be obliged to inject Natural Gas quantities if and as long as the Storage Customer is in possession of free Working Gas Capacity. SSO shall only be obliged to withdraw Natural Gas quantities if and as long as the Storage Customer is in possession of the corresponding Working Gas Quantities.
6. The Storage Customer shall be obliged to ensure that at the end of a Booking Period according to Appendix A, the actual Working Gas Quantity of the Storage Customer does not exceed the concluded Working Gas Capacity of the following Booking Period. If no further Booking Period follows, the Working Gas Quantity shall be withdrawn entirely in due time.
7. Apart from providing Storage Capacities SSO shall carry out the storage ancillary services that are required for the Storage Access according to Article 2 of the General Terms and Conditions for Storage Facility Access.
8. The Storage Customer shall pay storage fees to SSO in accordance with Article 2.

Article 2 Storage fees, taxes and other charges

1. For the purposes of this Agreement storage fees shall be payable by the Storage Customer to SSO for the provision of Storage Capacities which include the Working Gas Capacity, Injection and Withdrawal Rate in accordance with Appendix A.
2. The Storage Customer shall ensure that all charges required by the authorities and taxes are paid in regard to the Natural Gas quantities provided for Take-over and Injection.
3. All amounts expressed as payable under this Agreement are exclusive of any applicable Value Added Tax and Value Added Tax shall be paid by the Storage Customer where payable in respect of any such amount.
4. In case the Storage Customer is based abroad no German Value Added Tax shall be accounted for as the reverse charge mechanism applies (*Übernahme der Steuerschuldnerschaft*), for that Value Added Tax is declarable in accordance with the corresponding law of the state concerned.
5. Further energy taxes or a CO₂ tax that may be raised at the expense of SSO in the future shall be borne by the Storage Customer. This shall apply to other taxes that are related to the Natural Gas storage or the use of Storage Connection Points respectively, any other charges or other fees resulting from legal or regulatory clauses, acts or provisions. It shall also include the emission trade. In the contrary case the relief is passed on to the Storage Customer.

Article 3 Conclusion and contract term

This Agreement shall come into effect on the date of signing and shall continue in full force and effect for an indefinite period of time. For terminating this Agreement the rules of Article 20 of the General Terms and Conditions for Storage Facility Access shall apply.

Article 4 Contact details of the Contractual Partners

1. The Storage Customer as well as SSO appoint contact persons and contact addresses in respect of the exchange of contractual information. Contractual Partners shall guarantee permanent availability of contact persons in regard to the storage procedure, especially in regard to controlling, Nomination, Matching and Allocation.
2. Contact persons and contact addresses of the Storage Customer are shown in Appendix B.
3. Contact persons and contact addresses of SSO are shown in Appendix C.

Article 5 Components of the Agreement

The following appendices are main components of this Agreement:

- Appendix A: Summary of acquired Storage Capacity, Booking Period and storage fees
- Appendix B: Contact person and contact addresses of the Storage Customer
- Appendix C: Contact person and contact addresses of SSO
- Appendix D: General Terms and Conditions for Storage Facility Access
- Appendix E: Technical Conditions for Storage Facility Access
- Appendix F: Operational Conditions for Storage Facility Access

Article 6 Final provisions

1. The Contractual Partners shall promptly inform the other partner about all relevant circumstances in respect of performing this Agreement.
2. Any cancellations, amendments or supplements to the Agreement must be in writing in order to be legally binding. This shall also apply to the waiver of the requirement for the written form itself.
3. If any term or terms of this Agreement shall be held to be partly or entirely invalid or unenforceable, especially with regard to changes or amendments of legal regulations,

such term or terms shall be deemed not to form part of this Agreement without prejudice to the enforceability of the remaining terms of this Agreement.

4. The Contractual Partners shall be obliged to replace any rules of this Agreement that are held to be invalid or unenforceable by other valid or enforceable rules. These rules shall come as closely as possible to the intended economic result intended within this Agreement. Any amended, modified or replaced rules shall be effective from the point in time of the invalidity or enforceability of the replaced ones. The new rules shall meet the interests of both Contractual Partners. The same applies if the Agreement contains unintended omissions.
5. Two original copies of the Agreement including all components are provided. One copy is for SSO, the second one for the Storage Customer.

<Place,date>.....

<Place,date>,

.....

NAFTA Speicher Inzenham GmbH

.....

<Storage Customer>

Appendix A: Summary of booked Storage Capacity, Booking Period and storage fees

Version: A-1

Last update: XX/XX/20..

Table 1: Booked Storage Capacities Inzenham-West

Booked Storage Capacities in the storage years	20../ 20..
Working Gas Capacity in kWh	###
Withdrawal Rate in kWh/h	###
Injection Rate in kWh/h	###

Table 2: Fees for booked Storage Capacities

<FEE>

Appendix B: Contact person and contact addresses of the Storage Customer

Version: B-1

Last update: XX

The contact details of the Storage Customer shall be as follows:

Company:

Name _____
Street _____
Post code, city _____
Telephone _____
Facsimile _____

Contact person commercial contract support/supervision:

Name _____
Department / Role _____
Telephone _____
Facsimile _____
E-Mail _____

Contact person contract execution/processing:

Name _____
Department / Role _____
Telephone _____
Facsimile _____
E-Mail _____

Appendix C: Contact person and contact addresses of SSO

Version: C-1

Last update: XX

The contact details of SSO shall be as follows:

Company:

Name	NAFTA Speicher Inzenham GmbH
Street	Moos 7
Postcode, city	83135 Schechen
Telephone	_____
Facsimile	_____

Contact person commercial contract support:

Name	_____
Department / Role	_____
Telephone	_____
Facsimile	_____
E-Mail	_____

Contact person contract execution/processing:

Name	_____
Department / Role	_____
Telephone	_____
Facsimile	_____
E-Mail	_____

Internet address for publications

Publications according to Article 8 of the General Terms and Conditions for Storage Facility Access

www.nafta-speicher.de

Appendix E: Technical Conditions for Storage Facility Access

Version: E-1

Last update: XX

(1) Injection and Withdrawal curves

For the gas storage Inzenham-West the following injection and withdrawal curves apply:
 (according to individual requirements)

(2) Minimum flow rates

Due to technical reasons there are minimum flow rates for operating a Natural Gas Storage Facility. Nominations below the minimum flow rates will be considered by SSO as well and carried out by SSO if possible. If a realisation is not possible SSO shall be allowed to reject Nominations. SSO will not reject the Nomination of individual Storage Customers if the total sum of all Storage Customers' Nominations exceeds the minimum flow rate.

The minimum flow rates for Injection and Withdrawal of the storage are:

Injection	450.000 kWh/h
Withdrawal	450.000 kWh/h

(3) Reverse time and start up time

The change between different operating modes is only possible within certain reverse times. The duration of changing the operating mode depends on the respective request and amounts to a maximum of:

Standby	to	Entire Withdrawal	2 h
Standby	to	Entire Injection	2 h
Injection	to	Entire Withdrawal	4 h
Withdrawal	to	Entire Injection	4 h

(4) Utilisation requirements

At present there are no Utilisation Requirements. However, the Natural Gas storage Inzenham-West is designed for seasonal use. In case that differing operating modes impair the integrity of the storage, SSO reserves its right to set Utilisation Requirements for the future in coordination with the Storage Customer.

(5) Allocation of market area and Point Of Transfer For Injection and Withdrawal

The Natural Gas storage Inzenham-West is allocated to the market area NetConnect Germany.

The Point Of Transfer For Injection shall be the network connection point "Inzenham-West USP" of the Transmission System Operator bayernets.

The Point Of Transfer For Withdrawal shall be the network connection point "Inzenham-West USP" of the Transmission System Operator bayernets.

Appendix F: Operational Conditions for Storage Facility Access

(1) General information

The Operational Conditions for Storage Facility Access shall determine the interfaces, processes, methods and relations between Storage Customer and SSO for the use of contractual Storage Capacities. SSO shall be obliged to enable the Storage Customer the use in respect of the given rules. SSO will thereby act in accordance with the standards of a reasonable and prudent storage operator by avoiding any danger to humans and the environment and in consideration of the integrity of the Natural Gas Storage Facilities of SSO.

(2) Communication and communication test

The Contractual Partners ensure the permanent availability of a competent and authorised contact person as agreed in Article 4 and that the Appendices B and C are updated at all times.

For clear identification purposes, SSO communicates a shipper code and a contract code to the Storage Customer before the start of the use which shall be used for the exchange of information.

The communication shall normally be carried out via electronic data exchange through automatically processed mails on the basis of accepted standard protocols. The Contractual Partners shall agree on a suitable process in advance. If this process is interrupted due to a breakdown, the coordination shall be carried out by telephone or by fax / e-mail. Urgent information may be announced by telephone in advance alike. Telephone conversations with the control centre of SSO may be recorded. The affected Contractual Partner will take actions immediately in order to restart the process of electronic data exchange. Information given in advance by telephone or by fax / e-mail has to be sent again.

Before the start of the Booking Period according to Appendix A, SSO will ask the Storage Customer to carry out communication tests. The technical connections as well as the form and content of control and status reports shall be checked by means of this test. A 'passed' communication test is required in order to use the contractual rights by the Storage

Customer. In the case of reasonable doubt SSO may demand from the Storage Customer to carry out the communication test again at a later date.

(3) Nomination procedures

The Storage Customer shall be obliged to make a Nomination for the following Day to SSO until 2:00 pm (all time specifications refer to CET) every Day. The Storage Customer shall receive a confirmation of receipt of the Nomination until 2:15 pm. If this confirmation of receipt fails to arrive, the Storage Customer shall inform SSO without delay. The procedure for further action shall then be jointly agreed upon.

A Nomination shall include the following information: shipper code pair, contract code, Point Of Transfer For Withdrawal and Injection, dates as well as the requested Injection or Withdrawal quantities (in kWh) for each hour of the following Day. SSO will check the Nomination in regard to completeness, correctness, operational and contractual practicability.

The Storage Customer shall ensure that an equivalent transport Nomination is sent to the adjacent Transmission System Operator. SSO will match the storage and transport Nominations with the adjacent Transmission System Operator (Matching). Within the scope of the Matching process a Nomination may be cut down to the smaller quantity (lesser rule) in the case of mismatching announcements (Mismatch).

The Storage Customer shall receive - as a result from checking and Matching - a confirmation, reduction or rejection of the Nomination until 4:00 pm.

The Storage Customer may already announce in advance a long-term Nomination preview (week or month Nominations). SSO will also confirm the receipt and inform about the result of a non-binding check.

In case a confirmed Nomination has not been received for one Day, a zero-Nomination (no Injection or Withdrawal) shall be assumed for this Day. However, in case a long-term Nomination preview is in place, the most recent Nomination preview shall apply for this Day.

For the Day of the (summer / winter) clock change adjusted Nominations shall be made. At the beginning of the summertime (usually at the end of March) the Nomination for one Day shall include 23 hourly values. At the beginning of the wintertime (usually at the end of October) the Nomination for one Day shall include 25 hourly values.

(4) Alternative Nomination Process

Notwithstanding to the aforementioned processes, the Contractual Partners may conclude agreements about alternative Nomination processes. Details will be determined in separate contracts.

(5) Renomination

The Storage Customer shall be entitled to change the nominated gas quantities (Renomination); the rules for Nominations shall apply. A Renomination has to be made two clock hours in advance and shall have - until the hour of the requested change - identical hourly quantities in regard to the confirmed Nomination.

(6) Allocation process

If one Natural Gas Storage Facility is used by several Storage Customers, SSO shall determine the respective quantities for each Storage Customer via Allocation processes. This is necessary due to the fact that the Natural Gas quantities are delivered and taken-over together and the measuring procedure is carried out in an undivided manner accordingly. The basis of the Allocation is the Nominations which were matched with the adjacent Transmission System Operator as well as the Allocation rules which were agreed with him.

Basically, it shall be assumed that the declaration process applies, i.e. the allocated gas quantity per hour matches the amount of the last confirmed Nomination. Regarding the procedure between SSO and adjacent Transmission System Operator this may be shown inter alia through the non commercial use of an operational balancing agreement.

Contrary to this, the process of proportional Allocation or the process of declaration with taking-over of difference quantities through a balancing shipper may be applied in individual cases where required. SSO will inform about this by communicating its reasons.

(7) Operational instructions

SSO shall be entitled to change Injection and Withdrawal quantities contrary to a confirmed Nomination per operational instruction in case an imminent danger for humans and the environment can be avoided or the integrity of the Natural Gas Storage Facilities of SSO is in danger. In this case SSO will advise the Storage Customer and the adjacent Transmission System Operator without delay and limit the effects on those as much as possible. SSO will resume the normal operations as soon as possible. SSO will demonstrate the reasons for the operational instructions in a transparent manner.

Appendix G: Definitions

1. **„Agreement on Storage Facility Access“ (Agreement)** is the contract concluded between Storage Customer and storage operator for the provision and use of Storage Capacities including all appendices.
2. **„Allocation“** is the distribution of collectively measured Natural Gas quantities to individual Agreements on the basis of Allocation rules and control information.
3. **„Banking Day“** is a day (except Saturdays and Sundays) on which banks in Hamburg are open in order to conduct normal banking business.
4. **„Booking Period“** is the time period for which SSO provides the booked Storage Capacity to the Storage Customer. If the provided Storage Capacity changes within a time period, individual consecutive Booking Periods are generated.
5. **„Day“** is the period of time between 6:00 am of a calendar day and 6:00 am of the following calendar day.
6. **„Delivery“** is the change of possession of Natural Gas quantities during Withdrawal.
7. **„Injection“** is the process of bringing gas into the Natural Gas Storage Facility.
8. **„Injection Rate“** is the maximum natural gas quantity per hour in kWh/h that the Storage Customer may provide to the storage operator for Take-over and Injection in consideration of the contractual rules (period of time, technical conditions).
9. **„Kilowatt Hour“ („kWh“)** is a measuring unit for amounts of energies whereupon 1 kWh equals 3.6 megajoules and 1 megajoule equals one million joules according to the definitions of SI-Units.
10. **„Matching“** is the reconciliation of Nominations between Transmission System Operator and storage operator in order to discover deviations at interfaces and avoid difference quantities.
11. **„Natural Gas“** is a mixture of hydrocarbon compounds which specifications are described in DVGW-Worksheet G260, 2nd Gas Family.
12. **„Natural Gas Storage Facility“** is one or the totality of multiple underground storage media together with the underground and visible above ground technical plants including connection pipes that are necessary for use.
13. **„Nomination“** is the notification carried out in advance in respect of the gas quantities to be injected or withdrawn within certain periods of time.
14. **„Point Of Transfer For Injection“** is the contractually determined place for the Take-over of Natural Gas to be injected.
15. **„Point Of Transfer For Withdrawal“** is the contractually determined place for the transfer of withdrawn Natural Gas.

16. „Reference Purchase Price“ / „Reference Sales Price“ is a suitable/useful purchase price or sale price for Natural Gas. The gas price at the virtual trading point of the adjacent market area is taken for this purpose. The relevant prices are the “Natural Gas Day-Ahead Settl. Prices” (from the trading day that directly proceeds the settlement day), that are determined on the EEX spot market and published on www.eex.com/de/Marktdaten/Handelsdaten/Erdgas. In this respect a market access within the feasibility of the storage operator is assumed. The Reference Purchase Price equals 90% of the published price, the Reference Sales Price equals 110% of the published price. If the “Natural Gas Day-Ahead Settl. Price” should not be published anymore (even not under another name or at another place), it will be replaced by the published price which most closely corresponds to it.

17. „Renomination“ is a change of previous Nominations.

18. „Storage Access“ is the process of making Storage Capacity available for Storage Customers.

19. „Storage Account“ is a customised account of the injected and withdrawn Natural Gas quantities per hour, possible transfers of Natural Gas quantities and the resulting Working Gas Quantity.

20. „Storage Capacity“ is the amount of Injection Rate, Withdrawal Rate and Working Gas Capacity contractually agreed between Storage Customer and storage operator.

21. „Storage Connection Point“ is the connection of the Natural Gas Storage Facility with the Natural Gas transmission network.

22. „Storage Facility“ see “Natural Gas Storage Facility”.

23. „Storage Year“ is the period of 12 months starting from 1 April, 6:00 am of a calendar year and ending on 1 April, 6:00 am of the following calendar year.

24. „Store-x“ is an internet platform (www.store-x.net) for the trade of Storage Capacities regarding Natural Gas.

25. „Take-over“ is the change of possession of Natural Gas quantities during Injection.

26. „Transmission System Operator“ is the transportation network operator directly adjacent to the Point Of Transfer For Injection And Withdrawal.

27. „Utilisation Requirements“ are parameters which set limits to the usage of the Storage Capacities.

28. „Withdrawal“ is the process of taking gas out of the Natural Gas Storage Facility.

29. „Withdrawal Rate“ is the Natural Gas quantity per hour in kWh/h that the storage operator provides to the Storage Customer for Withdrawal and transfer to the Storage Customer in consideration of the contractual rules (period of time, technical conditions).

30. „Working Gas“ is the Natural Gas that can be regularly injected to and withdrawn from the Natural Gas Storage Facility.

31. „Working Gas Capacity“ is the ability of storing a certain amount of Natural Gas in the Natural Gas Storage Facility.

32. „Working Gas Quantity“ is the Natural Gas quantity that is stored by SSO for the Storage Customer. It is stated in kWh and is the sum of the injected and withdrawn Natural Gas quantities for the Storage Customer as well as Natural Gas quantities that were transferred to or from third Storage Customers.