

Agreement on Storage Facility Access

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

between

NAFTA Speicher Inzenham GmbH

with registered office: Moos 7, 83135 Schechen, Germany, registered with the Commercial Register of the Local Court (Amtsgericht) of Traunstein under HRB 27687

VAT ID no. DE 279562925
TAX ID no. 156/116/02577
Bank Deutsche Bank
SWIFT/BIC/ DEUTDEHHXXX
IBAN DE65 2007 0000 0061 4172 00

hereinafter referred to as “**SSO**“

and

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

Reg. no. [MISSING DATA TO BE INSERTED]
VAT ID no. [MISSING DATA TO BE INSERTED]
TAX ID no. [MISSING DATA TO BE INSERTED]
Bank [MISSING DATA TO BE INSERTED]
SWIFT/BIC/ [MISSING DATA TO BE INSERTED]
IBAN [MISSING DATA TO BE INSERTED]

hereinafter referred to as “**Storage Customer**“

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

Article 1 **Subject of the Agreement**

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 Booking Period. 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. The Storage Customer confirms that the Natural Gas nominated for Injection shall have customs status of goods as "Union goods" in accordance with EU legislation.
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 of this Agreement.
9. The Storage Customer may only store gas that he owns and to which he has full disposition rights and that is not subject to a third party right that conflicts with the rights of the SSO, if not agreed otherwise with the SSO. The Storage Customer shall indemnify the SSO against all costs, litigation expenses and claims brought by third parties as a result of a breach of this obligation.

Article 2

Storage fees, taxes and other charges

1. For the purposes of this Agreement storage fees include Fixed Storage Fee and Variable Storage Fee and 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 (hereinafter referred to as the “**Storage Fee**”).
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. Ensuring access to/from the Storage Facility, including the access to the Point of Transfer for Injection and the Point of Transfer for Withdrawal with the Transmission System Operator bayernets, is the sole responsibility of the Storage Customer. The Storage Customer shall also bear all fees incurred in this regard.
6. The Contractual Partners agree that all invoices (and their attachments, if any) shall be delivered only in the electronic form in pdf format via e-mail. For purpose of delivery of invoices (and their attachments, if any), the following e-mail addresses shall be used:
Storage Customer’s e-mail address for receiving of invoices: [MISSING DATA TO BE INSERTED];

Storage Customer's e-mail address for sending of invoices: [MISSING DATA TO BE INSERTED];

SSO's e-mail address for receiving of invoices: edi.invoice-leag@leag.de;

SSO's e-mail address for sending of invoices: abrechnung-leag@leag.de;
martin.reichert@leag.de; michaela1.mueller@leag.de.

Article 3 **Conclusion and contract term**

This Agreement shall be valid on the date of signing and shall come into effect on the first day of the Booking Period and shall end upon the expiration of the Booking Period for which it has been concluded. For terminating this Agreement, the rules of Article 20 of the General Terms and Conditions for Storage Facility Access shall apply.

Article 4 **Withdrawal of unused Storage Capacity**

1. Sections 35a et seqq. of the Energy Industry Act ("**EnWG**") set out certain target filling levels for German gas storage facilities (each of such filling levels a "**Target Filling Level**") for specific dates of a Storage Year (each such date a "**Target Date**"). The Target Filling Levels are expressed as percentage ratio of the actual working gas stored in the storage facility compared to the physically available firm working gas volume of the storage facility. The currently foreseen Target Dates and Target Filling Levels are as follows:

a.	each 1 October:	85%
b.	each 1 November:	95%
c.	each 1 February:	30%.
2. Where this Agreement refers to Target Dates and corresponding Target Filling Levels, such references are to be understood as references to the Target Dates and Target Filling Levels as set out in the regulatory provisions applicable to the relevant Storage Year (*dynamische Verweise*). The SSO shall inform the Storage Customer as soon as reasonably possible after any change to the applicable Target Dates and Target Filling Levels.
3. The statutory rules require the SSO to offer firm Working Gas Capacity and the right to use corresponding injection and withdrawal capacities to the person responsible for the market area (*Marktgebietsverantwortlicher*) to the extent required to achieve the Target Filling Levels at the relevant Target Dates. To comply with this statutory obligation, the

SSO may need to withdraw (*entziehen*) the corresponding Storage Capacities from the Storage Customer in accordance with this Article 4 para. 4 and para. 5.

4. The SSO is entitled to withdraw (part of) the firm Working Gas Capacity booked by the Storage Customer for a Storage Year under this Agreement if the SSO reasonably expects that the Storage Customer will not have stored, at any Target Date of the relevant Storage Year, a Working Gas Quantity in the Storage Facility that corresponds to:

- (i) the relevant Target Filling Level for such Target Date;

multiplied by

- (ii) the Storage Customer's firm Working Gas Capacity booked for such Storage Year.

If the SSO withdraws (part of) the firm Working Gas Capacity booked by the Storage Customer, the SSO is also entitled to withdraw the proportionate firm injection capacity and firm withdrawal capacity booked by the Storage Customer for the relevant Storage Year (together with the withdrawn Working Gas Capacity the "**Withdrawn Storage Capacities**").

5. The SSO is, at any time during a Storage Year, entitled to withdraw from the Storage Customer further part of the firm Storage Capacities booked by the Storage Customer for such Storage Year if, after the previous withdrawal(s), the SSO reasonably expects that the Storage Customer will not have stored, at any Target Date of such Storage Year, a Working Gas Quantity in the Storage Facility that corresponds to:

- (i) the relevant Target Filling Level for such Target Date minus the already Withdrawn Storage Capacities (expressed in percent);

multiplied by

- (ii) the Storage Customer's firm Working Gas Capacity booked for such Storage Year.

6. The Storage Customer will not be entitled to use any Withdrawn Storage Capacities for the remaining period of the relevant Storage Year.

7. The SSO shall inform the Storage Customer reasonably in advance if the SSO expects that, from a certain date, the Storage Customer would have to nominate the injection of natural gas at the maximum booked Injection Rate to avoid a withdrawal of Storage Capacities pursuant to this Article 4 para. 4 or para. 5.

8. The Storage Customer remains obliged to pay the Fixed Storage Fee to the SSO for all Withdrawn Storage Capacities. The SSO shall have no liability whatsoever to the Storage

Customer for the withdrawal of Storage Capacities, unless the SSO has intentionally breached the provisions of this Article 4.

9. The Contractual Partners agree that if the legislation and related obligations regarding Target Filling Levels change during the contract term they shall, acting in good faith, use reasonable endeavours to agree on an amendment to this Agreement to reflect changes to the regulatory requirements relating to the filling of gas storage facilities in Germany.

Article 5 **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 commercial contract support and operations (Nomination, Matching and Allocation).
2. Contact persons and contact addresses of the Storage Customer are shown in Appendix B, and may be changed upon sending updated information via email to the SSO.
3. Contact persons and contact addresses of the SSO are shown in Appendix C, and may be changed upon sending updated information via email to the Storage Customer.

Article 6 **Components of the Agreement**

The following appendices are main components and shall form an integral part of this Agreement:

- Appendix A: Summary of booked Storage Capacity, Booking Period and Storage Fee
- 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
- Appendix G: Definitions
- Appendix H: Operational Merger

Article 7

Final provisions

1. This agreement shall be governed by the laws of Germany as set out in Section 19.8 of Appendix D (General Terms and Conditions), except that sections 305 through 310 of the German Civil Code shall not apply to this Agreement. In deviation of Section 19.8 of Appendix D (General Terms and Conditions), the English version of the General Terms and Conditions shall prevail and arbitration proceedings shall be conducted in English.
2. The Contractual Partners agree that Article 13 Insurance of the Appendix D (General Terms and Conditions) shall not apply.
3. The Contractual Partners shall promptly inform each other about all relevant circumstances in respect of performing this Agreement.
4. Any cancellations, amendments or supplements to the Agreement must be in writing and signed by both Contractual Partners in order to be legally binding. This shall also apply to the waiver of the requirement for the written form itself.
5. The Contractual Partners agree that to change the identification data stated on the first page of this Agreement (except for the bank account details), a unilateral written notice delivered to the other Contractual Partner shall be sufficient.
6. If any term or terms of this Agreement shall be held to be partly or entirely invalid or unenforceable, especially as a consequence of 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.
7. 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.
8. This Agreement is executed in English language only, by way of electronic signature (DocuSign).

On behalf of
NAFTA Speicher Inzenham GmbH

In Bratislava/Schechen

On.....

.....

Michal Balák
Managing Director

On.....

.....

Juraj Papcun
Managing Director

On behalf of
[MISSING DATA TO BE INSERTED]

In [MISSING DATA TO BE INSERTED]

On.....

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[MISSING DATA TO BE INSERTED]

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**Appendix A:
 Summary of booked Storage Capacity, Booking Period and Storage Fee**

Booking Period	Start date: 24 June 2024 6:00 HRS CET End date: 7 April 2025 6:00 HRS CET
Flexible Storage Capacity	The SSO agrees to provide to the Storage Customer the Flexible Storage Capacity consisting of Working Gas Capacity, Injection Rate and Withdrawal Rate, as agreed in this Agreement. The only exception is the period from 1 April 2025 6:00 HRS CET until 7 April 2025 6:00 HRS CET when the Storage Customer is only allowed to withdraw from the Storage Facility. For avoidance of doubt, no Injection Rate shall be provided to the Storage Customer in this period.
Working Gas Capacity	[MISSING DATA TO BE INSERTED] MWh
Maximum Firm Injection Rate	[MISSING DATA TO BE INSERTED] MW Injection curve stipulated in Appendix E applies. The Injection Rate shall be firm in the period from 24 June 2024 6:00 HRS CET until 1 April 2025 6:00 HRS CET.
Maximum Firm Withdrawal Rate	[MISSING DATA TO BE INSERTED] MW Withdrawal curve stipulated in Appendix E applies. The Withdrawal Rate shall be firm in the period from 24 June 2024 6:00 HRS CET until 7 April 2025 6:00 HRS CET.
Amount of Injected and Withdrawn Working Gas	The Contractual Partners agree that the injection and the withdrawal of Working Gas up to the volume corresponding to 100% Working Gas Capacity is included in the Fixed Storage Fee.
Storage Fee	Storage fee shall include Fixed Storage Fee and Variable Storage Fee and shall be payable by the Storage Customer to the SSO.

Fixed Storage Fee	The Storage Customer shall pay to the SSO [MISSING DATA TO BE INSERTED] EUR/Booking Period.
Variable Storage Fee	<p>The Variable Storage Fee shall be paid for injected Working Gas volumes that are, in aggregate, in excess of the volume corresponding to 100% Working Gas Capacity and/or for withdrawn Working Gas volumes that are, in aggregate, in excess of the volume corresponding to 100% Working Gas Capacity. For avoidance of doubt, the storage account level cannot at any point in time exceed the allocated Working Gas Capacity.</p> <p>The Variable Storage Fee for Working Gas injected into the Storage Facility shall be calculated and invoiced for the first time for the calendar month when the sum of Working Gas injected from the start of the Booking Period reached the higher volume than the volume corresponding to 100% Working Gas Capacity. Variable Storage Fee shall then apply to all Working Gas injected afterwards.</p> <p>The Variable Storage Fee for Working Gas withdrawn from the Storage Facility shall be calculated and invoiced for the first time for the calendar month when the sum of Working Gas withdrawn from the start of the Booking Period reached the higher volume than the volume corresponding to 100% Working Gas Capacity. Variable Storage Fee shall then apply to all Working Gas withdrawn afterwards.</p> <p>The Variable Storage Fee shall be calculated and invoiced for each calendar month M when such injection and/or withdrawal occurred pursuant to the following formula:</p> $VSF_M = (WG_I + WG_W) * (0.012 * MI_{THE} + CO_2 + 0.054)$ <p>Where:</p>

VSF_M (EUR) is Variable Storage Fee calculated for the calendar month M.

WG_I (MWh) is that amount of Working Gas injected into the Storage Facility in the calendar month M, to which the Variable Storage Fee applies. WG_I shall be calculated based on the Allocation and Actual Storage Level Protocol values for the month M. For avoidance of doubt, all Working Gas transfers onto the Storage Account associated with this Agreement shall be, for the purposes of this calculation, considered injected Working Gas unless this Working Gas is transferred from the Storage Customer's other Storage Account on the last Gas Day of the Booking Period of the storage agreement associated with this other Storage Account.

WG_W (MWh) is that amount of Working Gas withdrawn from the Storage Facility in the calendar month M, to which the Variable Storage Fee applies. WG_W shall be calculated based on the Allocation and Actual Storage Level Protocol values for the month M. For avoidance of doubt, all Working Gas transfers from the Storage Account associated with this Agreement shall be, for the purposes of this calculation, considered withdrawn Working Gas unless this Working Gas is transferred to the Storage Customer's other Storage Account on the last Gas Day of the Booking Period of this Agreement.

MI_{THE} (EUR/MWh) is the value of the Monthly Index for the calendar month M at Trading Hub Europe (THE) as published by ICIS European Spot Gas Markets under the heading "Heren Monthly Indices" on the last business day immediately preceding the calendar month M.

When calculating the value of MI_{THE}, the following shall apply:

- In case the published value of MI_{THE} is from the range between 20 EUR/MWh (including) and 60 EUR/MWh (including), then the value of 40 EUR/MWh shall be used for the purposes of VSF_M calculation.
- In case the published value of MI_{THE} is lower than 20 EUR/MWh or higher than 60 EUR/MWh, then the value as published by ICIS European Spot Gas Markets shall be used for the purposes of VSF_M calculation.
- In case the published value of MI_{THE} is negative, then it shall be deemed zero for the purposes of VSF_M calculation.

CO_2 (EUR/MWh) is the value of the latest daily price before the start of the calendar month M as published in EUR/t by ICE Endex in EUA Daily Future at <https://www.theice.com/products/18709519/EUA-Daily-Future/data> multiplied by the coefficient 0.002.

When calculating the value of CO_2 , the following shall apply:

- In case the published value of CO_2 in EUR/t (i.e. the value before multiplication by the coefficient 0.002) is from the range between 50 EUR/t (including) and 100 EUR/t (including), then the value of 75 EUR/t multiplied by the coefficient 0.002 shall be used for the purposes of VSF_M calculation.
- In case the published value of CO_2 in EUR/t (i.e. the value before multiplication by the coefficient 0.002) is lower than 50 EUR/t or higher than 100 EUR/t, then the value as published by ICE Endex in EUA Daily Future multiplied by the coefficient 0.002 shall be used for the purposes of VSF_M calculation.

	<ul style="list-style-type: none"> In case the published value of CO₂ is negative, then it shall be deemed zero for the purposes of VSF_M calculation. <p>If any of the above-mentioned inputs into the formula is not published anymore (even not under another name or at another place), it shall be replaced by other pricing source which most closely corresponds to it.</p>
<p>Invoicing</p>	<p><u>Invoicing of Fixed Storage Fee</u></p> <p>The Fixed Storage Fee shall be invoiced and paid in accordance with Article 9 of the General Terms and Conditions for Storage Facility Access (excluding the last sentence of the Article 9 number 1) if not stipulated otherwise in this clause of Appendix A.</p> <p>The Fixed Storage Fee shall be invoiced monthly (rounded off to two decimal places) by the SSO to the Storage Customer proportionally to the Booking Period. If the Storage Capacity shall not be provided from the first Day until the last Day of the month, the proportional part of the Storage Fee, prorated to the number of days for which the Storage Capacity was provided in that month, shall be invoiced for such an incomplete month.</p> <p>The invoice of the Fixed Storage Fee for June 2024 shall be issued within 14 calendar days after the effectiveness of this Agreement. The invoice shall have a maturity of 14 calendar days from the date of its issuance by the SSO.</p> <p><u>Invoicing of Variable Storage Fee</u></p> <p>The Variable Storage Fee shall be invoiced monthly (rounded off to two decimal places) by the SSO to the Storage Customer and shall be paid by the Storage Customer.</p>

	<p>The invoice for the Variable Storage Fee shall be issued by the SSO and delivered to the Storage Customer no later than on the 14th calendar day of the month following the month, in which the injection and/or withdrawal of Working Gas, to which the Variable Storage Fee applies, occurred. The invoice shall have a maturity of 14 calendar days from the date of its issuance by the SSO.</p>
<p>Bank Guarantee / Parent Company Guarantee: <i>(applicable only if required by the SSO based on the creditworthiness assessment of the Participant)</i></p>	<p><i>Based on the creditworthiness assessment of the registered Participants, the SSO shall be entitled to request from the successful Participants a Parent Company Guarantee or a Bank Guarantee. For avoidance of doubt, it is in sole discretion of the SSO to accept either a Parent Company Guarantee and/or a Bank Guarantee. The selected security instrument should comply with all the requirements stated below in this Agreement.</i></p> <p>The Storage Customer shall submit to the SSO the original of an irrevocable and unconditional Bank Guarantee (hereinafter referred to as the "BG") issued by the bank with minimum credit rating A- (as rated by Moody's Investors Service ratings or Standard & Poor's Corporation ratings or an equivalent rating by another reputable international rating agency) in favor of the SSO to secure all obligations arising from this Agreement. The BG shall be in the amount of the Fixed Storage Fee payable for the whole Booking Period.</p> <p>The BG shall explicitly state that:</p> <ul style="list-style-type: none"> - it is valid and effective from 24 June 2024 at least until 31 May 2025; - the SSO is entitled to exercise the BG if the Storage Customer is in delay with the payment of the Fixed Storage Fee and/or the Variable Storage Fee at least 14 calendar days; - it is payable by the Bank upon first demand without any reservations within 5 Banking Days following the

	<p>receipt of written demand for payment, sent by the SSO;</p> <ul style="list-style-type: none">- it is governed by German law. <p>If the Storage Customer fails to fulfil its obligation under this clause, it shall be considered material breach of this Agreement.</p> <p><i>Alternatively, in case the SSO will accept the Parent Company Guarantee:</i></p> <p>The Storage Customer shall submit to the SSO the original of an irrevocable and unconditional Parent Company Guarantee (hereinafter referred to as the "PCG") in favor of the SSO to secure all obligations arising from this Agreement. The PCG shall be in the amount of the Fixed Storage Fee payable for the whole Booking Period.</p> <p>The PCG shall explicitly state that:</p> <ul style="list-style-type: none">- it is valid and effective from 24 June 2024 at least until 31 May 2025;- the SSO is entitled to exercise the PCG if the Storage Customer is in delay with the payment of the Fixed Storage Fee and/or the Variable Storage Fee at least 14 calendar days;- it is payable by the Parent Company upon first demand without any reservations within 5 Banking Days following the receipt of written demand for payment, sent by the SSO;- it is governed by German law. <p>If the Storage Customer fails to fulfil its obligation under this clause, it shall be considered material breach of this Agreement.</p>
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Other Arrangements

The Contractual Partners agree that the fee for transfer of Working Gas stored on the Storage Account associated with this Agreement to the Storage Customer's other Storage Account on the last Gas Day of the Booking Period of this Agreement is included in the Fixed Storage Fee.

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

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

Company:

Name [MISSING DATA TO BE INSERTED]
Street [MISSING DATA TO BE INSERTED]
Postcode, city [MISSING DATA TO BE INSERTED]

Contact person(s) for commercial contract support:

Name [MISSING DATA TO BE INSERTED]
Telephone [MISSING DATA TO BE INSERTED]
Mobile [MISSING DATA TO BE INSERTED]
E-Mail [MISSING DATA TO BE INSERTED]

Contact person(s) for contract execution/processing:

Name [MISSING DATA TO BE INSERTED]
Telephone [MISSING DATA TO BE INSERTED]
Mobile [MISSING DATA TO BE INSERTED]
E-Mail [MISSING DATA TO BE INSERTED]

Person(s) authorized to confirm Operational Merger according to Appendix H:

Name [MISSING DATA TO BE INSERTED]
Telephone [MISSING DATA TO BE INSERTED]
Mobile [MISSING DATA TO BE INSERTED]
E-Mail [MISSING DATA TO BE INSERTED]

Appendix C: Contact person and contact addresses of SSO

The contact details of SSO shall be as follows:

Company:

Name NAFTA Speicher Inzenham GmbH
Street Moos 7
Postcode, city 83135 Schechen, Germany

Contact person(s) for commercial contract support and person(s) authorized to confirm Operational Merger according to Appendix H:

Name	Andrea Kopceková	Juraj Papcun
Telephone	+421 2 4024 2526	
Mobile	+421 917 926 684	+421 915 490 902
E-Mail	storage@nafta-speicher.de	juraj.papcun@nafta-speicher.de

Operations NAFTA a.s. and person(s) authorized to confirm Operational Merger according to Appendix H:

Name	Peter Boychev	Radovan Predajna
Telephone	+421 2 4024 2561	+421 905 465 635
E-Mail	peter.boychev@nafta.sk	radovan.predajna@nafta.sk

Commercial Dispatching NAFTA a.s. (24/7):

Name Commercial Dispatching
Telephone +421 917 685 044
E-Mail commercial.dispatching@nafta.sk
dispatching.inzenham@nafta.sk

Internet address for publications

Publications according to Article 8 of the General Terms and Conditions for Storage Facility Access
www.nafta-speicher.de

**Appendix D:
 General Terms and Conditions for Storage Facility Access**

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Article 1

Relation to Basic Agreement on Storage Facility Access

The General Terms and Conditions for Storage Facility Access shall regulate – in form of Appendix D of the Agreement on Storage Facility Access (Agreement) - general conditions in respect of the contractual relationship between SSO and the Storage Customer. The Agreement and the General Terms and Conditions for Storage Facility Access shall only be valid collectively and in connection with further Appendices referred to within the Agreement. In case of contradictions between the General Terms and Conditions for Storage Facility Access and the Agreement, the regulations of the Agreement shall apply primarily.

Article 2

Storage ancillary Services

SSO shall provide in the Booking Periods according to Appendix A and beyond that, if necessary, the storage ancillary services required by the Storage Customer for the Natural Gas Storage Facility access.

These include

- a) the receipt and confirmation of Nominations and Renominations according to Article 6 number 1,
- b) the Allocation of Injections and Withdrawals according to Article 6 number 2,
- c) keeping and providing of Storage Accounts in kWh showing the Working Gas Quantities, injected and withdrawn as well as transferred Natural Gas quantities,
- d) invoicing and invoice control.

Article 3

Market Area Allocation, Point Of Transfer For Injection and Withdrawal

1. The Allocation of the Natural Gas Storage Facility to the market area shall be performed by the adjacent Transmission System Operator. The Transmission System Operator shall operate the Point Of Transfer For Injection and Withdrawal. The current data are shown in Appendix E (5). The Take-over and the Delivery of the Natural Gas quantities pursuant to Article 1 of the Agreement shall take place at this Point Of Transfer For Injection and Withdrawal.

2. Injection and Withdrawal at other network points is not possible. In case Storage Customers wish the aforesaid, a detailed request shall be made to SSO and the affected Transmission System Operator. Requests are examined further by SSO in regard to expandability.

Article 4 Gas Quality

The quality of the Natural Gas quantities provided by the Storage Customer at the Point Of Transfer For Injection according to Article 3 and the Natural Gas quantities provided by SSO at the Point Of Transfer For Withdrawal according to Article 3 shall conform to the requirements published by the adjacent Transmission System Operator.

Article 5 Network Connection Agreements

1. If agreements with adjacent Transmission System Operators (network connection agreements) are amended or concluded by SSO due to legal and regulatory requirements, SSO shall adjust this Agreement in accordance with the contents of the network connection agreement or the amendments of the network connection agreement respectively, if and as far as they are relevant for this Agreement.
2. SSO shall promptly notify the Storage Customer of the conclusion or the amendments of the network connection agreements respectively according to number 1 and the components of these agreements that are relevant for this Agreement.

Article 6 Nomination and Allocation

1. The Storage Customer shall be obliged to nominate the quantities to be taken over for injection and the quantities to be provided for Withdrawal by SSO. The provisions hereto are shown in Appendix F.
2. Rules regarding the Allocation of the Natural Gas quantities that are taken over by the Storage Customer every hour at the Point Of Transfer For Injection or that are provided to the Storage Customer every hour at the Point Of Transfer For Withdrawal by SSO are shown in Appendix F.

3. SSO shall collaborate with the adjacent Transmission System Operator in respect of Nominations and Allocations in order to possibly avoid any differences between transport and storage quantities.

Article 7

Contractually non-compliant Behaviour

1. If the Storage Customer has stored a Natural Gas quantity in the Natural Gas Storage Facility that exceeds the booked Working Gas Capacity according to Appendix A, after the expiration of a Booking Period according to Appendix A, the following special rule shall apply in respect of this exceeding quantity
 - a) The Storage Customer shall obtain additional Working Gas Capacity for six weeks in the amount of its exceeding quantity inclusive Withdrawal Rate until the ratio of Working Gas Capacity to Withdrawal Rate is reached before the expiration of the Booking Period. This Withdrawal Rate may be interrupted when used by regular Storage Customers of SSO. For this additional Working Gas Capacity inclusive Withdrawal Rate the Storage Customer shall pay a fee to SSO in the amount of two regular monthly fees.
 - b) If and to the extent free Storage Capacity is available in the affected year, the Storage Customer shall be entitled to transform this additional Working Gas Capacity within the six weeks into regular Storage Capacity for the current Storage Year. This capacity shall be equivalent to contracted Storage Capacity and will be included in Appendix A. Additional monthly fees that have been paid already will be credited against this.
 - c) If the Storage Customer makes no use of the transformation possibility or the transformation is not possible due to the lack of free Storage Capacity and the Storage Customer's Natural Gas quantity still exceeds the booked Working Gas Capacity after six weeks, the ownership in these exceeding Natural Gas quantities is transferred to SSO. These Natural Gas quantities will be acquired from the Storage Customer at the Reference Purchase Price.
2. If the Storage Customer has requested Natural Gas quantities for Withdrawal and has received quantities by SSO that exceed the available Working Gas Quantity of the Storage Customer, the corresponding missing quantities shall be invoiced with the Reference Sales Price.

3. SSO reserves the right of implementing rules relating to the failure to comply with possible Utilisation Requirements according to Appendix E (4).
4. If and as long as the Natural Gas provided by the Storage Customer at the Point Of Transfer For Injection according to Article 3 number 1 does not correspond to the requirements for an Injection (gas quality according to Article 4, pressure ratio, Nomination pursuant to concluded Injection Rate), SSO shall be entitled to refuse the take-over of this Natural Gas in whole or in part. In this case the Storage Customer will immediately reduce the Natural Gas provided at the Point Of Transfer For Injection accordingly. All rights held by the Contractual Partners shall remain unaffected.
5. If and as long as the Natural Gas provided by SSO at the Point Of Transfer For Withdrawal according to Article 3 number 1 does not correspond to the requirements for a Withdrawal (gas quality according to Article 4, pressure ratio, Nomination pursuant to concluded Withdrawal Rate), the Storage Customer shall be entitled to refuse the takeover of this Natural Gas in whole or in part. In this case SSO will immediately reduce the Natural Gas provided at the Point Of Transfer For Withdrawal accordingly. All rights held by the Contractual Partners shall remain unaffected.
6. If and as long as the Natural Gas quantities provided by SSO at the Point Of Transfer For Withdrawal according to Article 3 number 1 and taken over simultaneously and with an equivalent thermal value by the Storage Customer, are not or not completely taken over by the adjacent Transmission System Operator, SSO shall be entitled to reduce the withdrawal and the provision of Natural Gas quantities at the corresponding Point Of Transfer For Withdrawal accordingly. SSO shall endeavour to provide the Natural Gas quantities to the Storage Customer in that way that the adjacent transmission operator is basically able to take delivery.
7. If due to contractually non-compliant behaviour of the Storage Customer - based on reasonable and prudent judgement - not insignificant interferences of the Natural Gas Storage Facilities, the safety of the Natural Gas Storage Facility operation, the rights of third parties or the security of gas supply are to be expected, SSO shall be entitled to reduce or shut down the Natural Gas Storage Facility access insofar, as this eliminates the abnormal condition. Moreover, SSO may request the establishment of technical measures that ensure the compliance with the Contractual rules at the expense of the Storage Customer.

Article 8 Operation and Maintenance

1. SSO shall be entitled to interrupt or restrict the operation of the Natural Gas Storage Facility due to technical faults of the Natural Gas storage according to sentence 3 (faults) or for carrying out maintenance measures as well as measures for new construction, changes and expansion operations (measures) of the Natural Gas Storage Facilities. SSO shall be entitled to restrict the agreed Storage Capacities pursuant to Appendix A accordingly and shall insofar be released from its contractual obligations. A technical fault of the Natural Gas storage is a non-planned interruption or another non-planned irregularity of Natural Gas storage or a non-planned interruption or another non-planned irregularity in the Take-over or Delivery of gas for Injection or Withdrawal. SSO shall endeavour to limit measures pursuant to sentence 1 provided that a possibly high availability of the booked Storage Capacities is maintained for the Storage Customer to a necessary degree. Restrictions caused by faults or measures will be allocated to the Storage Customers at the ratio of the provided Storage Capacities.
2. In case the agreed Storage Capacities pursuant to Appendix A are restricted for a period of more than 14 Days per Storage Year due to technical defaults or measures according to number 1, the Storage Customer shall be discharged from its payment obligations insofar starting for each interruption from Day 15 on a daily basis. For Booking Periods of less than a year the provisions shall apply accordingly.
3. SSO shall publish for the Storage Customer on its internet page the nature and extent of the in the following six months according to number 1 planned measures on a monthly basis that lead to a restriction of the agreed Storage Capacities pursuant to Appendix A. The contents of the publication according to sentence 1 shall be binding for the first two of these six months; changes to this binding plan for the first two of the six months may only be carried out after consultation with the Storage Customer. In the case of technical faults according to number 1 SSO shall publish these without delay.
4. Following an interruption or restriction of the storage operation the resumption of the storage operation shall be carried out if necessary in stages, in consideration of operational and supply-related circumstances. SSO will inform about the resumption of the agreed Storage Capacities according to Appendix A without delay.

Article 9

Billing and Payment

1. The fees according to Appendix A will be invoiced on a monthly basis by the 5th calendar day of the booked Storage Capacity month. Annual fees are equally divided into the twelve booked Storage Capacity months, fees for booked Storage Capacities during the Storage Year are equally divided into the concerned booked Storage Capacity months. A final invoice shall be rendered at the end of the Booking Period or at the end of each Storage Year with booked Storage Capacity at the latest in accordance with Appendix A.
2. The amounts payable by the Storage Customer referred to in Article 7 will be invoiced as soon as the relevant information for billing the Storage Customer is provided. The amounts payable by SSO as referred to in Article 7 will be carried out as soon as the relevant information is provided.
3. Invoicing of the amounts refundable by SSO as referred to in Article 8 number 2 will be settled in the final invoice according to number 1 sentence 3.
4. All fees, compensations and refunds 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. This shall also apply to the commercial compensation according to Article 7 number 1 letter c) and Article 7 number 2. All invoices will be issued in accordance with the regulations determined in Articles 14 ff. of the German Value Added Tax law [Umsatzsteuergesetz]. The same shall apply to credit notes.
5. All fees, compensations and refunds are calculated without any rounding and rounded off to two decimal places.
6. The Storage Customer shall pay the invoiced amounts by the 20th calendar day of the booked storage month at the latest. The payments are to be transferred into the bank account given on the invoice. In case the due date for payment is a Sunday or a Monday bank holiday the payment shall be made on the following Banking Day. In case the due date for payment falls on a Saturday or on another bank holiday the payment shall be made on the previous Banking Day.
7. Payments are made in due time if the respective amounts have been credited within the relevant period as referred to in number 5.

8. In case a date of payment is not met, SSO shall be entitled without further notice notwithstanding further requests, to charge default interest in accordance with Article 288 of the German Civil Code [Bürgerliches Gesetzbuch].
9. Objections to invoices shall promptly be raised after detection. Objections to invoices shall not entitle – as far as no obvious errors (e.g. miscalculations) are concerned – to postponement, reduction or refusal of payment. Legitimate objections shall grant a claim for reimbursement.
10. Both Contractual Partners may only set off claims against those of the other Contractual Partner or assert a right of retention as far as its claims are undisputed or have been confirmed by a court judgement.

Article 10 Securities

1. SSO shall be entitled to claim securities for contractually provided storage fees and taxes in the form of an unconditional, irrevocable and directly liable bond from a bank that has a rating of “A” according to Standard & Poor’s or a comparable rating of another accepted rating agency (e.g. Moody’s). Instead of a security bond SSO shall be entitled to claim a security of the same financial value. The bond shall include the waiving of the defenses of failure to pursue legal remedies, voidability and set-off in so far as such does concern a counter-claim that is disputed or not bindingly established in court.
2. The amount of the security to be provided shall be the product of the monthly amount of the storage fee according to Article 9 number 1 sentence 2 and the “security factor”. The security factor results from the creditworthiness rating (SSO index) in connection with the equity shown on the balance sheet of the Storage Customer.

The SSO index shall be determined as follows:

Standard & Poor's	Moody's	Fitch Ratings	S&P Capital IQ	Bisnode (D&B Risik-	NAFTA Index
AAA AA+ AA AA-	Aaa Aa1 Aa2 Aa3	AAA AA+ AA AA-	AAA AA+ AA AA-	1	0
A+ A A-	A1 A2 A3	A+ A A-	A+ A A-	2+	1
BBB+ BBB BBB-	Baa1 Baa2 Baa3	BBB+ BBB BBB-	BBB+ BBB BBB-	2-	2
BB+ BB BB-	Ba1 Ba2 Ba3	BB+ BB BB-	BB+ BB BB-	3+	3
B+ B B-	B1 B2 B3	B+ B B-	B+ B B-	3-	4
less than B-	less than B3	less than B-	less than B-	4	5

The lowest rating or the lowest indicator will be used respectively in order to determine the creditworthiness. Alternatively, it may be referred to the creditworthiness of the parent company, in case a controlling and profit transfer agreement exists or an acceptable bond will be provided by the parent company for SSO.

The security factor shall be determined as follows:

Equity in million Euro	less than 100	100 to 249	250 to 2.500	more than 2,500
NAFTA				
0	1	0	0	0
1	1	0	0	0
2	2	1	0	0
3	3	3	3	3
4	3	3	3	3
5	3	3	3	3

If no external rating of the Storage Customer at Standard & Poor's, Moody's or Fitch Ratings exists, the Storage Customer shall be obliged to provide its last two certified annual statements and other necessary documents and information for determining the creditworthiness.

3. The creditworthiness determining procedure may be repeated at any time during the contract term. The Storage Customer shall be obliged, by request of SSO, to provide the most updated version of the certified annual statements as well as other necessary documents and information. In the event of deterioration in creditworthiness during the contract term the Storage Customer shall be obliged to provide securities or to adjust the provided securities according to number 1 and 2. In case the creditworthiness of the Storage Customer improves during the contract term, SSO shall be obliged to release securities to the respective extent.
4. The Storage Customer shall be obliged to transfer the security ten working days before the start of the Booking Period or in the event of deterioration in creditworthiness during the contract term within ten working days after written request to SSO. The security may be provided unlimited or limited in time. In the latter case the security shall end no earlier than two months after the end of the Booking Period. After the final transaction in regard to booked Storage Capacity the security deposit will be returned by SSO to the Storage Customer.
5. In case the Storage Customer has not provided the required security deposit at the beginning of the Booking Period according to Appendix A or has not increased the security deposit after a deterioration in creditworthiness during the Booking Period according to Appendix A, SSO shall be obliged to terminate this Agreement pursuant to Article 20 with immediate effect.

Article 11

Force Majeure

1. A Contractual Partner shall be released from carrying out its obligations resulting from this Agreement for so long as and to the extent that he is prevented from carrying out any of its obligations or fulfilment is unbearable as a result of force majeure, of governmental or court measures or of other circumstances that are not caused by him. The corresponding obligations of the other Contractual Partner shall not apply accordingly.
2. Force majeure means any event which is beyond the control of the affected Contractual Partner that could not have been avoided by steps which might be reasonably expected to have been taken by a Contractual Partner, e.g. natural catastrophes, war, cases of emergency, etc. Lockout and strike shall also be included.
3. The Storage Customer shall be released from its obligation to pay the fees for as long as and to the extent that SSO asserts one of the impediments to service performance as mentioned in number 1.
4. The Contractual Partner affected by force majeure, governmental or court measures or other circumstances according to number 1 shall immediately and fully inform the other Contractual Partner of the disruption. This Contractual Partner shall resolve the interruption as soon as reasonably practicable through all available means.

Article 12

Liability

1. The Contractual Partners shall be liable to each other for physical damage as far as this damage is caused by the Contractual Partner, its statutory representative or vicarious agent acting with wrongful intent or with negligence.
2. For financial loss and/or property damage resulting from disruptions of gas storage service according to Article 8 number 1 sentence 3 shall a Contractual Partner only be liable if they are caused by the Contractual Partner, its statutory representative or vicarious agent acting with wrongful intent or with gross negligence or if a culpable violation of essential contract obligations (cardinal obligations) of this Contractual Partner is given.
3. The liability of the Contractual Partner according to number 2 in respect of property damages caused with gross negligence shall be limited to 1 (in words: one) million euro damaging event subject to number 4. The Contractual Partner's liability according to number 2 for

financial losses caused with gross negligence shall be limited to € 250,000 (in words: euro two hundred and fifty thousand).

4. In case the sum of singular damages according to number 3 in respect of all storage customers of SSO per damage event exceeds the maximum limit of 5 (in words: five) million euro, the compensation for damages of the Storage Customer shall be reduced in the proportion of the sum of compensation claims of all storage customer to the maximum amount of SSO.
5. Compensation claims that are based on gross negligence shall be time barred after the expiry of one year from the date on which the Contractual Partner has gained knowledge of the damage and of the circumstances justifying the claim, at the latest three years after the occurrence of the damaging event.
6. The provisions mentioned in number 1 to 5 shall apply for the personal liability of the Contractual Partners' legal representatives as well as the liability of the vicarious agents accordingly.
7. A damage to a third party caused by a Contractual Partner, its legal representative or its vicarious agent, this Contractual Partner shall indemnify the other Contractual Partner against all corresponding compensation claims made against or suffered by the other Contractual Partner to the extent that Contractual Partner causing the damage would have to be liable to the other Contractual Partner pursuant to number 1 to 6.
8. As far as SSO may not be able to take over the Natural Gas that is not supplied in accordance with the Agreement at a Point Of Transfer For Injection according to Article 3 number 1 from the Storage Customer, due to the fact that the pressure ratios at this Point Of Transfer For Injection pose an obstacle to a take-over, the liability of SSO for any damages resulting from this for the Storage Customer shall be excluded. As far as the Storage Customer may not be able to take over the Natural Gas provided by SSO at a Point Of Transfer For Withdrawal, due to the fact that the pressure ratios are opposed by a take-over at this Point Of Transfer For Withdrawal, the liability of SSO for any damages resulting from this for the Storage Customer shall be excluded.
9. The Storage Customer shall be obliged to contractually agree with its customers that limitations to liability in its favour shall also apply in favour of SSO.

Article 13 Insurance

1. The Storage Customer shall provide for the term of this Agreement all legally required insurances, including an all-embracing third party liability / environmental liability insurance [Haftpflicht-/ Umwelthaftpflichtversicherung] at its own expense. The insurance coverage includes inter alia damages to persons, to property or environmental damage with a minimum insurance sum of 10 (in words: ten) million euro.
2. On demand of SSO the Storage Customer shall be obliged to prove the existence of the aforementioned insurances and deliver the relevant documents to SSO. Any deficits and excesses regarding the insurance cover shall be borne by the Storage Customer. Within the liability insurances of the Storage Customer a corresponding waiver of subrogation in favour of SSO shall be agreed upon. In case the Storage Customer may not be able to provide the aforementioned insurance proofs within one calendar month after request, SSO shall be entitled to terminate this Agreement with immediate effect pursuant to Article 20.

Article 14 Revocation of Storage Capacities

1. SSO shall be permitted to revoke Storage Capacities that are provided to the Storage Customer according to Appendix A in whole or in part and offer it to a third party, to the extent and in so far the following preconditions are satisfied cumulatively
 - a) A binding enquiry of a third party regarding firm capacities is obtained;
 - b) No or not sufficient firm capacities within the Natural Gas Storage Facility are available to the third party in respect of the requested period of time;
 - c) The Storage Customer has not used in whole or in part according to number 2 the capacities that are bindingly requested by a third party and are not available in the Natural Gas Storage Facility, in a period of 12 months that shall include an entire Storage Year, before obtaining the enquiry of the third party;
 - d) The Storage Customer has not objected to the valid revocation notice with undue delay or has not given reasons for the objection that are compliant with the requirements in number 4.
2. An entire or part disuse of firm capacities requested by the third party and not available within the Natural Gas Storage Facility is given if and to the extent if the following preconditions are satisfied cumulatively

- a) Storage Customer has not filled the booked provided Working Gas Capacity during the period defined under number 1 letter c) at least once to the maximum;
- b) Storage Customer has not nominated the booked Injection and Withdrawal Rate during the period defined under number 1 letter c) at least once to the maximum;
- c) The disuse according to number 2 letter a) and 2 letter b) is demonstrably not customary in the particular market. It shall be proved by SSO that the case of non market customariness is given.

For the examination of the criteria according to number 2 letter a) and letter c) only those capacities shall be considered that were at least booked during the whole period under consideration according to number 1 letter c).

In case the binding enquiry according to number 1 letter a) only relates to one capacity component pursuant to Article 1 number 2 of the Agreement or in case only one of the requested capacity components pursuant to number 1 letter b) is not or not sufficiently available, the examination of disuse relate solely to these capacity components, as far as the Storage Customer has acquired unbundled capacity components.

Disuse in the aforementioned sense shall not be given if and in so far the usage was not possible for the Storage Customer due to technical restrictions according to Appendix E and/or due to the unavailability of the booked capacities pursuant to the rules set out in Article 8.

3. SSO shall inform the Storage Customer about the upcoming capacity revocation and the existence of the prerequisites specified in number 1 and 2 in writing, at least 2 months before the start of the revocation and state the beginning, the duration and the extent of the capacity revocation. The extent of the capacity revocation is determined as follows
 - a) The maximum limit to be revoked shall be the capacity that has been bindingly requested by the third party as far as this capacity according to number 2 was not used by the Storage Customer.
 - b) The maximum period for revocation shall be one Storage Year.
 - c) If the binding request according to number 1 letter a) exceeds the disclosed (according to number 3 sentence 1) capacity revocation (according to number 3 letter a)), SSO may forward the anonymised data of the request to the Storage Customer and enquire a voluntary release of the remaining capacities.

An existing or a secondary marketing through the Storage Customer that is at the time of the binding request according to number 1 letter a) in concrete negotiations, shall have priority to a revocation.

4. The Storage Customer shall have the right to file an objection by written notice to the upcoming revocation within a time period of ten working days after the receipt of SSO's written notice according to number 3. Reasons for the objection shall be given and a justified interest in using the capacities shall be demonstrated.
5. SSO will inform the Storage Customer by written notice about the decision regarding the objection. The notice shall be made within five working days after the receipt of the objection at SSO at the latest and shall justify the decision accordingly.
6. As soon as the capacity revocation becomes effective, the Storage Customer shall lose all rights regarding the revoked capacities for the period of the capacity revocation. The Storage Customer shall be released from paying the respective fees in regard to the revoked capacities for the period of the capacity revocation.

Article 15

Transfer of Working Gas Amounts, Performance through Third Parties, Surrender of Use and Secondary Trading

1. The Storage Customer shall be entitled to transfer Working Gas Quantities to a third party provided that this party has respective Storage Capacities at its disposal and agrees to a transfer. For this purpose, the Storage Customer and the respective third party shall inform SSO about the requested transfer. SSO shall transfer the respective Working Gas Quantity via adjusting the Storage Account after examining the booked Storage Capacities and the Working Gas Quantities respectively.
2. The Contractual Partners are entitled to have a reliable and suitable third party carrying out the performance of contractual duties in whole or in part. Insofar Article 267 of the German Civil Code [Bürgerliches Gesetzbuch] applies.
3. The Storage Customer is entitled to allow a reliable and suitable third party to use the agreed Storage Capacities according to Appendix A in whole or in part. The Storage Customer shall remain entirely eligible and obligated to SSO.
4. The Storage Customer shall be entitled to sell the agreed Storage Capacities according to Appendix A to a third party. This may happen for instance bilaterally or via the trading platform Store-x. The provisions of Article 16 shall apply accordingly.

Article 16

Legal Succession

1. The Contractual Partner shall be entitled, with the consent of the other Contractual Partner, to assign the entire contractual relationship or singular contracted Storage Capacities according to Appendix A, consisting of Working Gas Capacity, Injection and Withdrawal Rate, with the associated rights and obligations arising from this Agreement to a third party. Consent shall be granted if the third party is reliable and creditworthy, the requirements of number 2 are met and if he accepts as mandatory all duties of the transferring Contractual Partner for himself in respect of the other Contractual Partner.
2. Requirements pursuant to number 1 sentence 2 are
 - a) The third party has sufficient creditworthiness or provides an appropriate security deposit according to Article 10 on request.
 - b) The third party submits proof of a third party liability insurance [Haftpflichtversicherung] according to Article 13.
 - c) The third party shall possess all required legal permissions and it shall not be interdicted by an official or governmental decision to supply third parties with Natural Gas or store Natural Gas respectively.
3. The consent shall be granted or rejected within an appropriate time-limit and within not more than two weeks after receipt of request for approval and of provision of the demanded proof pursuant to number 2.
4. In the case of a transfer to an affiliated company in terms of Articles 15 ff. of the German Stock Corporation Act [Aktiengesetz] prior consent shall be required.
5. In the case of a transfer to an affiliated company according to number 4, the affected Contractual Partner shall promptly forward all information to the other Contractual Partner that enables an assessment of the reliability and creditworthiness as well as the requirements according to number 2.

Article 17

Confidentiality

1. Both Contractual Partners shall be obliged to treat in confidence any operational or business related procedures and project related data which are/were obtained in relation to the performance of this Agreement from the other Contractual Partner. Confidential treatment

means that the information received from the other Contractual Partner shall not be made accessible to third parties without the prior written consent of the Contractual Partner who has given the information and that this information may not be used commercially for third parties. The Contractual Partners shall not be authorised to use the received information for another purpose than the purpose of performing this Agreement. A corresponding obligation shall apply to persons used by them in order to perform the obligations resulting from this Agreement.

2. Any necessary disclosure to fiscal or legal advisers and disclosure of the necessary technical particulars to subcontractors is permissible without special written authority of the information giver when the disclosure of information is limited to the scope necessary for the performance of this Agreement and the information recipients their part undertake to treat the information in strict confidence or have professional duty of secrecy by law.
3. The duty of secrecy does not apply to information which is already known to the information recipient at the time of disclosure without a duty of secrecy or which was already publicly accessible at the time of disclosure or – through no fault of the information recipient – was made publicly accessible subsequently.
4. Without prejudice to the aforesaid provisions each Contractual Partner shall be entitled to meet its duties of disclosure which are based on legal and statutory provisions also in respect of information that was provided to him. The other Contractual Partner must be advised about this matter accordingly.
5. The duty of confidentiality shall exist during the contract term and additionally for a period of five years beyond the end of this Agreement.
6. Aggregated information on the use of the entire Natural Gas Storage Facility shall be excluded from the confidentiality clause. This information may directly or indirectly be published by SSO.

Article 18 **Loyalty Clause**

1. The Contractual Partners shall agree that at the time of the conclusion of the contractual relationship not all matters regarding actual and legal aspects could have been anticipated and regulated conclusively that could result from the current and future technical and

economic development, from legal changes, from regulatory measures or from other circumstances essential for this Agreement.

2. If the aforementioned technical, economic, organisational or legal preconditions, under which the Agreement is agreed upon, are changed fundamentally, each Contractual Partner may demand, that this Agreement is amended and/or altered accordingly by maintaining the economic synallagma and/or that this Agreement is transferred into an agreement that meet the requirements of these changes.
3. In case an agreement in regard to the adjustment of the terms of the Agreement cannot be reached within three months, each Contractual Partner may take legal action pursuant to Article 19. The right to the new terms of the Agreement shall exist from the date on which the demanding Contractual Partner firstly claims under reference to the changed circumstances the new terms of the Agreement from the other Contractual Partner.

Article 19 **Settlement of Disputes and Governing Law**

1. The Contractual Partners shall endeavour to settle disputes concerning the interpretation of this Agreement or disputes that are related to the execution of the Agreement through negotiation. Should negotiations fail, all disputes in relation to this Agreement concluded between the Contractual Partners shall be settled finally and without recourse to legal action by an arbitration panel through arbitration award duly applying the provisions hereinafter.
2. The arbitration panel consists of three arbitrators, one of whom acts as chairman. The chairman must be qualified to be a judge.
3. The arbitration panel is constituted by the Contractual Partner who seeks the arbitration designating the matter in dispute and nominating one arbitrator and inviting the other Contractual Partner in writing to nominate the other arbitrator and by the nominated arbitrators then selecting the chairman. If the other Contractual Partner fails to comply with the order to nominate an arbitrator within four weeks or if the arbitrators do not select their chairman within four weeks from the second arbitrator being nominated, either Contractual Partners may apply to the President of the Higher Regional Court [Oberlandesgericht] Celle to propose the second arbitrator or chairman respectively; the proposal is binding upon the Contractual Partners.
4. The place of the arbitration proceedings is Celle.

5. The competent court for the purposes of Article 1062 paragraph 1 of the Code of Civil Procedure [Zivilprozessordnung] is the Higher Regional Court [Oberlandesgericht] Celle.
6. Otherwise Articles 1025 to 1065 of the Code of Civil Procedure [Zivilprozessordnung] shall govern the arbitration proceedings.
7. The basis of the arbitration proceedings shall be the German wording of the Agreement, also in case the English version of the Agreement is concluded.
8. The Agreement, its interpretation as well as its execution shall be governed by the laws of Germany. Intergovernmental agreements – as far as legally allowed - shall not apply even if they are transposed into German law.

Article 20 **Termination**

1. Either Contractual Partner may terminate the contractual relationship ordinarily if the following preconditions are met
 - a) All Booking Periods according to Appendix A have ended and
 - b) Ongoing obligations (especially billing, payment of fees, final invoice at the end of the year, settlement of Working Gas Quantities, return of security deposits) are carried out.

If this agreement is terminated before the preconditions according to letter a) and letter b) are met, the termination shall not be effective before all preconditions have not been fulfilled yet.

2. The Contractual relationship may be terminated for good cause with immediate effect by each Contractual Partner. Good cause shall include, but be not limited to the cases where
 - a) a Contractual Partner breaches essential provisions of this Agreement repeatedly and in spite of prior written warning are breached by the other Contractual Partner again;
 - b) an admissible petition for opening insolvency proceedings against the assets of the other Contractual Partner pursuant to Articles 13 ff. of the Insolvency Act [Insolvenzordnung] have been filed or a petition for opening insolvency proceedings has been rejected by reason of insufficient assets according to Article 26 of the Insolvency Act [Insolvenzordnung] or the institution of security measures according to Article 21 of the Insolvency Act [Insolvenzordnung] against the assets of the other

Contractual Partner. The affected Contractual Partner shall advise the other Contractual Partner on this matter without delay.

3. SSO may terminate the Agreement extraordinarily with immediate effect if the Storage Customer
 - a) does not comply with its obligation to pay in respect of this Agreement, there is no security for the outstanding amount and the outstanding amount has not been paid to SSO into the given bank account within fourteen working days after receipt of a written payment request.
 - b) the required security deposit according to Article 10 has not been provided or
 - c) the proof of an existing and appropriate indemnity insurance policy according to Article 13 is not provided immediately.

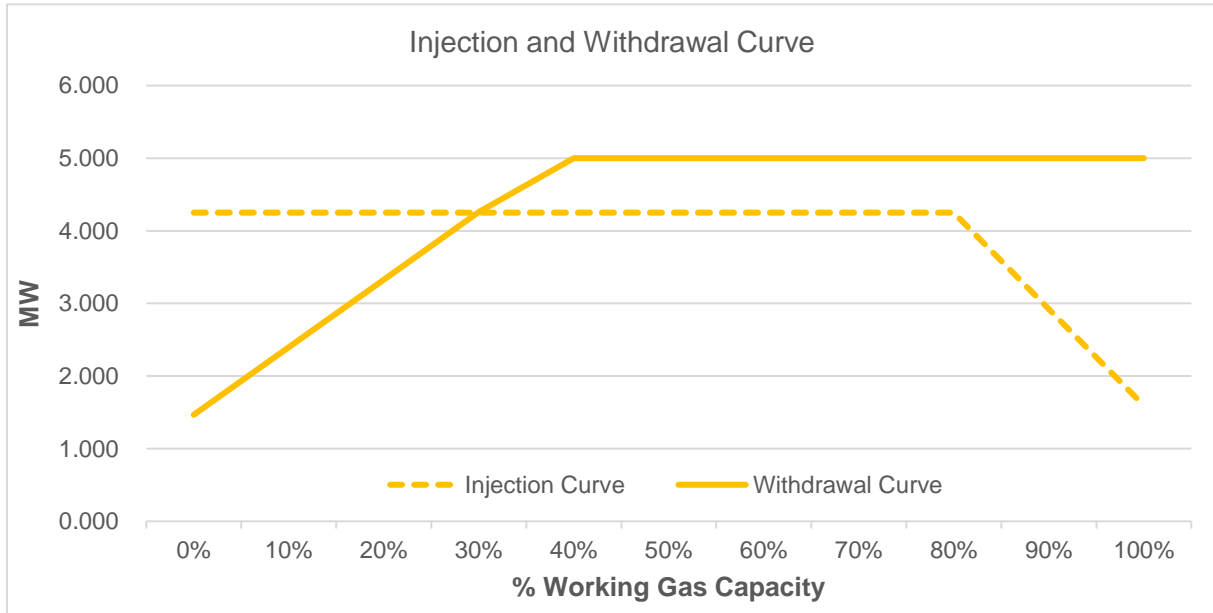
In case of an extraordinary termination SSO will give the Storage Customer the opportunity to withdraw its Natural Gas quantities that are stored in the Natural Gas Storage Facility within a period of maximum six calendar weeks after termination of the Agreement in accordance with the regulations of this Agreement through SSO. After the expiration of this time limit given insofar Article 7 number 1 letter c) shall apply

Appendix E: Technical Conditions for Storage Facility Access

(1) Injection and Withdrawal curves

For this Agreement the following injection and withdrawal curves apply:

(Calculated for 1 SBU of 11,300 MWh)



% Working Gas Capacity	0%	80%	100%
IR (MW)	4.250	4.250	1.594

% Working Gas Capacity	100%	38%	0%
WR (MW)	5.000	5.000	1.467

(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.

(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 Trading Hub Europe virtual trading point.

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. **“Flexible Storage Capacity“** is a Storage Capacity which entitles the Storage Customer to inject Natural Gas into the Storage Facility and withdraw Natural Gas from the Storage Facility during the Booking Period at the Storage Customer's discretion up to the agreed maximum available Injection Rate and agreed maximum available Withdrawal Rate.
8. **“Injection“** is the process of bringing gas into the Natural Gas Storage Facility.
9. **“Injection Rate“** is the Natural Gas quantity per hour in kWh/h that the Storage Customer may provide to the SSO for Take-over and Injection in consideration of the contractual rules (period of time, technical conditions).
10. **“Interruptible Storage Capacity“** means a Storage Capacity (or part of it), which may be interrupted or reduced (restricted) by the SSO based on his own decision, and the Storage Customer shall be obliged to pay the agreed fee even in the event of interruption and/or reduction (restriction).
11. **“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.
12. **“Matching“** is the reconciliation of Nominations between Transmission System Operator and SSO in order to discover deviations at interfaces and avoid difference quantities.
13. **“Natural Gas“** is a mixture of hydrocarbon compounds which specifications are described in DVGW-Worksheet G260, 2nd Gas Family.
14. **“Natural Gas Storage Facility“** is one or the totality of multiple underground storage media of Inzenham-West operated by SSO together with the underground and visible above ground technical plants including connection pipes that are necessary for use.
15. **“Nomination“** is the notification carried out in advance in respect of the gas quantities to be injected or withdrawn within certain periods of time.

16. **“Point Of Transfer For Injection“** is the contractually determined place for the Take-over of Natural Gas to be injected.

17. **“Point Of Transfer For Withdrawal“** is the contractually determined place for the transfer of withdrawn Natural Gas.

18. **“Reference Purchase Price“ / “Reference Sales Price“** is a suitable/useful purchase price or sale price for Natural Gas. The relevant price is published by ICIS European Spot Gas Markets under the heading “THE Price Assessment” on the trading day that directly proceeds the settlement day and is calculated as the arithmetic average of the “Bid” and “Offer” prices of the Day-Ahead contract. The Reference Purchase Price equals 90% of the published price, the Reference Sales Price equals 110% of the published price. If the “THE Price Assessment” 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.

19. **“Renomination“** is a change of previous Nominations.

20. **“Storage Access“** is the process of making Storage Capacity available for Storage Customers.

21. **“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.

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

23. **“Storage Connection Point“** is the connection of the Natural Gas Storage Facility with the Natural Gas transmission network.

24. **“Storage Facility“** see “Natural Gas Storage Facility”.

25. **“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.

26. **“Take-over“** is the change of possession of Natural Gas quantities during Injection.

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

28. **“Utilisation Requirements“** are parameters which set limits to the usage of the Storage Capacities.

29. **“Withdrawal“** is the process of taking gas out of the Natural Gas Storage Facility.

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

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

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

33. “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.

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Appendix H: Operational merger

(1) Definition and general information

In case the SSO has concluded more than one Agreement on Storage Facility Access for the Natural Gas Storage Facility Inzenham-West with the Storage Customer, the Contractual Partners may agree, depending in particular on the technical possibilities of the SSO, that the Natural gas will be registered in a joint Storage Account for several Agreements on Storage Facility Access for the Natural Gas Storage Facility Inzenham-West. In such case, only the procedural merger of the records takes place, not a merger of the Agreements on Storage Facility Access for the Natural Gas Storage Facility Inzenham-West themselves (hereinafter referred to as the “**Operational Merger**”).

In case of Operational Merger, the merged Agreements on Storage Facility Access for the Natural Gas Storage Facility Inzenham-West shall be jointly referred to as the “**Operationally Merged Agreements**” and Contractual Partners shall keep only one (1) joint Storage Account for such Operationally Merged Agreements on cumulative basis. Accordingly, only one (1) Nomination shall be carried out for the Operationally Merged Agreements.

The Contractual Partners agree that the Operational Merger shall be agreed by the SSO and the Storage Customer by e-mail by authorized persons in accordance with Appendix B and Appendix C.

The Contractual Partners agree that the fee for Operational Merger is included in the Fixed Storage Fee.

(2) Storage Capacity parameters after Operational Merger

After the Operational Merger is agreed between the Contractual Partners, the SSO shall announce by e-mail to the Storage Customer the cumulative parameters of Storage Capacity (cumulative Working Gas Capacity, cumulative Injection Rate, cumulative Withdrawal Rate, cumulative Injection Curve and cumulative Withdrawal Curve) applicable for the Operationally Merged Agreements (hereinafter referred to as the “**Cumulative Working Gas Capacity**”, “**Cumulative Injection Rate**”, “**Cumulative Withdrawal Rate**”, “**Cumulative Injection Curve**”, “**Cumulative Withdrawal Curve**” and jointly also referred to as the “**Cumulative Parameters**”).

These Cumulative Parameters shall be binding for the Contractual Partners.

(3) Impact on Variable Storage Fee calculation

For avoidance of doubt, based on the agreed Operational Merger as described above, the cumulative approach shall be applied also for the Variable Storage Fee calculation, i.e. the Variable Storage Fee shall be paid for injected Working Gas volumes that are, in aggregate, in

excess of the volume corresponding to 100% Cumulative Working Gas Capacity and/or for withdrawn Working Gas volumes that are, in aggregate, in excess of the volume corresponding to 100% Cumulative Working Gas Capacity. For avoidance of doubt, the Storage Account level cannot at any point in time exceed the allocated Cumulative Working Gas Capacity.

Once the cumulative Variable Storage Fee is calculated based on the formula as set in part "Variable Storage Fee" of Appendix A of this Agreement and based on the cumulative figures of all Operationally Merged Agreements, it shall be then split between the Operationally Merged Agreements pro-rata, based on the Working Gas Capacities of the individual agreements that have been operationally merged. The SSO shall then issue a separate invoice for each of the Operationally Merged Agreements.

(4) Breach of obligations

In case there is a breach of an obligation under any of the Operationally Merged Agreements, the Contractual Partners agree that there has been a breach of all these Operationally Merged Agreements pro-rata, based on the Working Gas Capacities of the individual agreements that have been operationally merged.