

**Operating Manual of BEB Speicher GmbH, Hanover  
("Operating Manual Storage")**

**as of April 1, 2007**

**Introduction**

This *operating manual storage* shall form part of the "General Terms and Conditions of BEB Speicher GmbH for the storage of *natural gas* quantities" as amended from time to time ("*GT&Cs*").

The purpose of this *operating manual storage* is to specify operational interfaces, interactions and processes between *BEB* and storage customer. The storage customer shall perform as a *reasonable and prudent operator* with due regard to the integrity of *BEB's facilities*.

The definitions as set forth in the *GT&Cs* shall apply. Defined terms are set forth in italics. References to the singular include the plural and vice versa unless otherwise explicitly stated or result from the context.

No deviations from this *operating manual storage* shall apply unless such deviations are expressly agreed by *BEB* in writing.

**I. General Provisions**

1. *BEB* and storage customer shall act in a prudent and effective manner with respect to providing interfaces, interactions and processes determined under this *operating manual storage* for storage of *natural gas* quantities and *natural gas storage services* related thereto, in particular by providing each other with information which may affect the *natural gas specification* or pressure specification of the *natural gas* at a *storage delivery point* or *storage offtake point*.
2. *BEB* and storage customer shall be reachable twenty-four (24) hours a *gas day* and every *gas day* of the *storage gas year* by phone and by any other communication system which is agreed by *BEB* and storage customer. Especially, storage customer shall adhere to all instructions arising from *BEB* in the event of executing the emergency procedure plan, as *BEB* has in place.
3. *BEB* shall provide in each *storage contract* a *BEB shipper code* to the storage customer
4. *BEB* and storage customer shall inform each other as soon as reasonable possible about any hindrances in providing interfaces, interactions and processes determined under this *operating manual*. In case storage customer is temporarily not able to use agreed communication ways, e.g. because of system malfunctions, storage customer may request *BEB* to temporarily exchange the established communication way by other communication ways. *BEB* shall determine if such a request can be awarded and shall confirm such request if the requested communication is acceptable for *BEB*. As a *reasonable and prudent operator*, storage customer shall, as soon as possible, take appropriate action to restore its ability to use the initial agreed communication ways.
5. Activities undertaken by *BEB*, which in *BEB's* reasonable opinion may affect storage of *natural gas* quantities and *natural gas storage services* related thereto under the *storage contract* shall only be undertaken after consultation with storage customer unless there is not sufficient time to do so. In such case, *BEB* shall inform storage customer without undue delay thereof.

6. All data shall be in kWh/h, unless described otherwise in this *operating manual storage*. All documents, notices or other information required under this *operating manual storage* shall be transferred by secure means agreed by *BEB* and storage customer.

## II. Communication Test

1. Before concluding a *storage contract*, *BEB* is entitled to perform a communication test in accordance with Section 3, paragraph 2, of the *GT&Cs*. In such communication test, *BEB* checks if storage customer is able to handle messages, e.g. *shipper codes*, sent by or to be sent to *BEB* in accordance with Section I. of this *operating manual storage* and meets *BEB*'s communication requirements (e.g. twenty-four (24) hours reachability). A communication test requires at least one (1) *business day* and not longer than five (5) *business days*.
2. As long as storage customer has not passed such communication test, such storage customer is not entitled to store *natural gas* in *BEB*'s *facilities*. *BEB* has the right at any time during the storage contract term to perform the communication test again, if *BEB* has reasonable doubt regarding the ability of storage customer as set forth in paragraph 1. If storage customer does not pass such communication test, *nominations* from storage customer shall be deemed to be zero (0) for the *gas days* following the date at which storage customer has not passed such communication test.

## III. Nomination Procedure

1. Storage customer shall inform *BEB* of the amount of the *natural gas* quantities for each *storage delivery point* and each *storage offtake point* per *gas day* in kWh/h (*nomination* of hourly and daily quantities) and related to *CET* or *CEST*, what ever is applicable. *Nomination* shall be carried out daily in whole kWh/h units; the daily *nomination* divided by twenty-four (24) shall result in a whole number. Storage customer shall nominate in the following way:

Storage customer shall nominate by 14:00 at the latest on each calendar day of the *week* for the following *gas day* in accordance with the provisions of this *operating manual storage* and Section 6, paragraph 4 ("*daily nomination*").

Storage customer is entitled to agree another *nomination* with *BEB*.

2. In order to allow *BEB* to minimize change-over and start-up/shut-down periods, storage customer shall provide in addition to the *nomination* as set forth in paragraph 1 for each *storage* contracted under one or more *storage contracts* a *nomination* by 14:00 at the latest on each Thursday of the proceeding *week* for the following *week* in accordance with the provisions of this *operating manual storage* ("*weekly nomination*"). *BEB* will publish due to the *weekly nomination* a *designated storage operating mode* per *storage* by 12:00 at the latest on each Friday of the proceeding *week* on its website. In the case that the storage customer does not do the *daily nomination* *BEB* shall use the *weekly nomination* as *daily nominations*.
3. Storage customer is entitled to alter the nominated quantity ("*renomination*") with full two (2) hours notice as often as wanted ("*unlimited renomination right*") in accordance with the provisions of this *operating manual storage* and Section 6, paragraph 4 of the *GT&Cs*.
4. In the case of *nominations* and/or *renominations* sent by e-mail, storage customer automatically receives an acknowledgement of receipt from *BEB*'s *nomination mailbox*. If this acknowledgement of receipt is not forthcoming, storage customer shall notify *BEB* in case of *nomination* by 14:15 at the same day at the latest or in case of *renomination* immediately that it has not received an acknowledgement of receipt. In such case, *BEB* and storage customer shall agree on the further procedure on a case by case basis.

5. If the *nomination* is not made at all or is late, the hourly *natural gas* quantities shall be deemed to be the same as nominated within the *weekly nomination*. In case of missing *weekly nomination* the hourly *natural gas* quantities shall be deemed to be zero (0) for the following *gas day*.
6. The *nomination* shall take the form provided by *BEB* and shall be made using the means of telecommunication prescribed by *BEB* (currently e-mail to [xml\\_nominations@gasunie.de](mailto:xml_nominations@gasunie.de) or edigas to edi\_nominations@gasunie.de)
7. Solely one e-mail or business message address of storage customer is permitted as the originator of the *nomination*.
8. When nominating the *natural gas* quantities, *shipper code pairs* shall be shown in the order delivery *shipper code-offtake shipper code* for all *storage delivery points* and *storage offtake points*.
9. Regarding to the change from *CET* to *CEST* (normally end of March each calendar year) *BEB* reserves its right to apply special rules for the *nomination* of the *gas day* within the change from *CET* to *CEST* takes place. Currently twenty-three (23) consecutive hourly values shall be nominated for each *storage delivery point* and each *storage offtake point* by the storage customer.
10. Regarding the change from *CEST* to *CET* (normally end of October each calendar year) *BEB* reserves its right to apply special rules for the *nomination* of the *gas day* within the change from *CEST* to *CET* takes place. Currently twenty-five (25) hourly values shall be nominated for each *storage delivery point* and each *storage offtake point* by the storage customer.
11. Storage customer may assign its obligation for *nomination* and/or *renomination* to a third party. The third party has to fulfil all obligations pursuant to this *operating manual storage* on behalf of the storage customer. For the avoidance of doubt, the storage customer shall remain liable for the *nomination* and/or *renomination* made by the third party.

#### **IV. Confirmation, Prematching, Matching and Operational Flow Order**

1. *BEB* and storage customer shall use reasonable endeavour to ensure co-ordination of all dispatching and operational matters with the *adjacent network operator*.
2. Storage customer shall ensure that identical *nominations* for all *storage delivery points* and the respective transmission exit points are made to *BEB* and to the *adjacent network operator* and that identical *nominations* for all *storage offtake points* and the respective transmission entry points are made to *BEB* and to the *adjacent network operator*.
3. Where applicable, *BEB* shall apply the rules of the EASEE-gas CBP 2003-002-01 for the harmonisation of the nomination and matching process (see also downloadable file "nomination matching processes 2005"). *BEB* shall confirm with *adjacent network operator* at the *storage delivery points* and *storage offtake points* the *nomination* and/or *renomination* received from storage customer ("*matching*"). After the *nomination* and/or *renomination* has been checked and if it does not match ("*mismatch*"), *BEB* will usually notify the storage customer of the *mismatch* or reject the *nomination* and/or *renomination* within a full two (2) hours period after receipt of the *nomination* and/or *renomination* in accordance with subsequent sentence. The *nomination* and/or *renomination* may be rejected if the nominated figures do not conform with the conditions as set out in *storage contract* or if *BEB's facilities* and/or *adjacent network system* are totally or partially unavailable.
4. If the *nomination* or *renomination* made under the same *shipper code pair* to *BEB* and the *adjacent network operator* do not match and *BEB* has not rejected the *nomination* or *renomination* in accordance with paragraph 3 of this Section IV, the *nomination* or *renomination* for the lower amount of *natural gas* quantities shall generally be deemed to

be agreed between *BEB* and the *adjacent network operator* and taken by *BEB* at the *storage delivery point* or redelivered by *BEB* at the *storage offtake point*.

5. Notwithstanding *BEB*'s rights and obligations under the *GT&Cs*, *BEB* shall have the additional right to issue an *operational flow order* to the storage customer when in its reasonable judgment based on good engineering and storage practice, expected operating conditions may threaten the safety or operational integrity of *BEB*'s *facilities* or render *BEB* unable to continue to meet its commitments under the *storage contract* due to:
  - a) insufficient or excessive operating pressures in *BEB*'s *facilities*; or
  - b) events or circumstances which endanger the safety or integrity of *BEB*'s *facilities* including the need to perform unplanned maintenance operations; or
  - c) an event of *Force Majeure*.
6. *BEB* will use reasonable endeavours to first apply *operational flow orders* to those *storage contracts*, if any, whose storage customers acts or omissions have resulted in the need for *operational flow orders*. If those *storage contracts* are unknown or their storage customers have insufficient ability to remedy the need for *operational flow orders*, *BEB* will apply *operational flow orders* in an equitable manner to all *storage contracts* whose *storage delivery points* and/or *storage offtake points* are relevant to the need for the *operational flow orders*.
7. *BEB* shall as soon as reasonable practicable prior to the time on which the *operational flow order* becomes effective, provide written notice of the *operational flow order* to the storage customer.
8. Each *operational flow order* shall contain the following information:
  - a) Time and date of issuance; and
  - b) Time that *operational flow order* is effective; and
  - c) Duration of *operational flow order* (if none specified the *operational flow order* will remain in effect until further notice); and
  - d) A description of the *storage delivery points* and/or *storage offtake points* for which the *operational flow order* is in effect; and
  - e) The specific actions required of the storage customer at the *storage delivery points* and/or *storage offtake points* in order to comply with the *operational flow order*; and
  - f) The reason for issuing the *operational flow order*; and
  - g) Any other information relevant to the *operational flow order*.
9. Storage customer shall take the actions requested by *BEB* in the *operational flow order*. If storage customer is not able to comply with *operational flow order*, storage customer shall immediately notify *BEB* by giving reasons thereof.
10. Without limiting *BEB*'s available remedies, if the storage customer fails to comply with an *operational flow order*, *BEB* shall alter the respective nominations as if storage customer has complied to *operational flow order*.
11. Storage customer shall not be liable for any *hourly capacity overrun* charge or imbalance charges in respect compliance with an *operational flow order*.
12. Notwithstanding Section 22 of the *GT&Cs*, any liability of *BEB* regarding monetary damages resulting from the execution of an *operational flow order* and not caused by wilful misconduct or gross negligence is excluded.

### **V. Changes to Layout or Means of Communication**

1. *BEB* may waive *nomination* and *renomination* deadlines at any time at its discretion.
2. Storage customer and *BEB* shall communicate to the extent necessary to allow *BEB* to change *nomination* procedure as set out in Section III of this *operating manual storage* in a timely fashion to ensure compatibility with those of adjacent network system.
3. *BEB* shall inform storage customer of any changes to the layout or means of communication with regard to *nomination* with at least one (1) month's prior notice.

### **VI. Dispatching Addresses**

1. *BEB* Dispatching 24h Hotlines  
Telephone:       +49 (4447) 809-511 (Contract Dispatcher)  
                          +49 (4447) 809-216 (Dispatching Centre)  
Telefax:           +49 (4447) 809-306 (Dispatching Centre)  
Address:           Gasunie Deutschland Transport Services GmbH  
                          Operations Dispatching Centre  
                          Husumer Str. 37  
                          49685 Schneiderkrug  
                          Germany
2. Storage customer  
*Storage customer* shall timely provide *BEB* with its relevant addresses and inform *BEB* without undue delay of any changes thereof.