

## **General Terms and Conditions**

of

BEB Speicher GmbH, Hanover

as of April 1, 2007

for the storage of *natural gas* quantities.

Introduction

Section 1	Preliminary Statements
Section 2	Scope
Section 3	Qualified Storage Customer
Section 4	Storage Contract
Section 5	Natural Gas Storage Service
Section 6	Storage Conditions
Section 7	Storage Balance
Section 8	Contracting Procedure
Section 9	End of the Contractual Relationship
Section 10	Nomination / Operating Manual Storage
Section 11	Capacity Allocation and Capacity Overrun
Section 12	Storage Delivery Point and Storage Offtake Point
Section 13	Natural Gas Delivery Station / Measurement / Delivery Pressure
Section 14	Natural Gas Specification
Section 15	Capacity Retrieval
Section 16	Operation of Facilities
Section 17	Maintenance
Section 18	Tariffs
Section 19	Taxes
Section 20	Invoicing and Payment
Section 21	Force Majeure
Section 22	Liability
Section 23	Suspension of Natural Gas Storage Service, Termination of Contract without Notice
Section 24	Insurance Obligations
Section 25	Loyalty
Section 26	Confidentiality
Section 27	Assignment of Storage Contract / Succession
Section 28	Amendments to GT&C's and to Storage Contract
Section 29	Arbitration and Applicable Law
Section 30	Waiver
Section 31	Notices
Attachment 1	Definitions
Attachment 2	Bundled Services, Unbundled Services and Minimum Injection and Withdrawal Rates
Attachment 3	Injection and Withdrawal Curves
Attachment 4	Change-over and Startup Periods of Storages
Attachment 5	Storage Delivery Points and Storage Offtake Points
Attachment 6	Tariffs
Attachment 7	Credit Control Procedure
Attachment 8	Interruption Procedures and Curtailment Procedures

## Introduction

BEB Speicher GmbH (hereinafter referred to as "*BEB*"), is owner and/or operator of pore and cavern *storages* linked to the *gas transmission system*.

*BEB* grants parties access to its *storages* for the storage of *natural gas* quantities. This document outlines the General Terms and Conditions for storage of *natural gas* and related *services* by *BEB* and can be amended by *BEB* from time to time (hereinafter referred to as "*GT&Cs*").

Storage of *natural gas* and related *services* will be provided by *BEB* under respective *storage contracts* concluded between *BEB* and the storage customer. Each *storage contract* is based on the following *GT&Cs* as effective at the time of conclusion the respective *storage contract*.

No deviations from these *GT&Cs* shall apply unless such deviations are expressly agreed by *BEB* in writing.

## Section 1 Preliminary Statements

The definitions as set forth in Attachment 1 and otherwise in these *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.

## Section 2 Scope

These *GT&Cs* set out the rules and requirements for the *storage contracts*, including the procedures for their conclusion, under which *BEB* performs storage of *natural gas* in *BEB's storages* and related *services* thereto.

## Section 3 Qualified Storage Customer

1. To conclude a *storage contract*, a storage customer shall be a *qualified storage customer*.
2. A *qualified storage customer* is any person or entity that
  - a) is sufficiently creditworthy or has provided satisfying surety in accordance with Attachment 7; and
  - b) is insured against third party risks by a liability insurance in accordance with the requirements as set out in Section 24; and
  - c) is able to and commits itself to act as a *reasonable and prudent operator* with due regard to the integrity of the *storages* and the respective interests of other *qualified storage customers*; and
  - d) holds the necessary licenses and/or announced its business operations of gas supply to the extent required by energy law; and
  - e) has provided evidence to *BEB* for the fulfilment of the requirements set out in lit. a), b) and d); and

- f) has successfully passed a communication test as described in the *operating manual storage*
3. *BEB* may not unreasonably withhold acceptance of a person or entity as a *qualified storage customer*. In any case that may impact the qualification of a *party* as a *qualified storage customer* as laid down in paragraph 2, lit. a) to f) of this Section 3, including but not limited to changes of shareholders or owners or legal succession due to Law Regulating Transformation of Companies (“Umwandlungsgesetz”), the *party* shall without undue delay provide to *BEB* the relevant information confirming continued qualification of the *party* as a *qualified storage customer*.
  4. If a *party* fails to comply with the requirements as set out in paragraph 2, lit. a) to f) of this Section 3, the *party* shall lose its status as a *qualified storage customer* and *BEB* is entitled to terminate the *storage contract* in accordance with Section 23.

#### **Section 4 Storage Contract**

1. Subject to paragraph 3 of this Section 4 and Section 8, a storage customer is entitled to contract firm and/or interruptible *storage capacity* in the form of *bundled services* which correspond to the technical design of *BEB's storages*. Each *bundled service* consists of *working gas volume*, *injection rate* and *withdrawal rate* in a fixed ratio. The *bundled services* are specified in Attachment 2, paragraph 2.1.
2. Subject to paragraph 3 of this Section 4 and Section 8, a storage customer who has contracted *bundled services* under one or more *storage contract(s)* with *BEB* is entitled to contract additional *storage capacity* in form of *working gas volume*, *withdrawal rate* and/or *injection rate* (“*unbundled services*”) up to the limits as specified in Attachment 2, paragraph 2.3.
3. Subject to Section 8, a storage customer is entitled to contract *interruptible bundled services* and/or interruptible *unbundled services* up to the limits as specified in Attachment 2, paragraph 2.2 and 2.4.
4. If and to the extent that *firm bundled services* are not available and subject to Section 8, a storage customer is entitled to contract *bundled services* consisting of *working gas volume* and *injection rate* and *withdrawal rate* in a ratio as defined in Attachment 2, paragraph 2.1. If aforementioned *working gas volume* and/or *injection rate* and/or *withdrawal rate* is not available on a firm basis the respective *working gas volume* and/or *injection rate* and/or *withdrawal rate* within said *bundled service* will be made available on an interruptible basis within the limits as set forth in paragraph 3 (“*partly firm bundled services*”).
5. *Bundled services* and/or *unbundled services* may be contracted in periods of one *gas day*, one month, one year or multiples thereof or consecutive combinations thereof.
6. Storage customer shall pay the applicable *storage tariff* for the respective *storage capacity* made available by *BEB* in accordance with Section 18 and Attachment 6.
7. The *technical manual storage* as published on *BEB's* website and amended from time to time and as attached to the *storage contract* becomes part of said *storage contract* on the *effective date*. For the avoidance of doubt *BEB* is entitled to amend the *technical manual storage* only for future *storage contracts* for exceptional technical and/or geological/reservoir reasons in accordance with reasonable and prudent operations. Changes to the *technical manual storage* published on *BEB's* website shall have no effect on existing *storage contracts*.

## **Section 5 Natural Gas Storage Service**

1. By conclusion of a *storage contract*, *BEB* shall be obliged to provide *natural gas storage service* and/or related *services* in accordance with paragraph 2 to 7 of this Section 5. The joint usage of natural gas storage services which are contracted under different storage contracts is permitted if these contracts are concluded based on the same version of GT&C.
2. Storage customer shall provide the *natural gas* quantities nominated in accordance with Section 10 at the *storage delivery point* on the basis of the *storage capacity* contracted in accordance with the applicable *storage contract* and shall cause the delivery of such quantities to *BEB* in accordance with the respective *nomination*.
3. *BEB* shall take and store simultaneously and with equivalent *energy content* the *natural gas* quantities nominated and delivered at the *storage delivery point* pursuant to paragraph 2 of this Section 5 on the basis of the *storage capacity* contracted by storage customer in accordance with the terms of the *storage contract* and the *storage conditions* as defined in Section 6.
4. *BEB* shall redeliver with equivalent *energy content* the *natural gas* quantities nominated by the storage customer for offtake in accordance with Section 10 at the *storage offtake point* on the basis of the *storage capacity* contracted by storage customer in accordance with the terms of the *storage contract* and the *storage conditions* as defined in Section 6.
5. Storage customer shall offtake simultaneously and with equivalent *energy content* the nominated *natural gas* quantities provided by *BEB* at the *storage offtake point* pursuant to paragraph 4 of this Section 5.
6. For each *storage delivery point* and *storage offtake point*, *BEB* publishes a *gross calorific value*, which enables storage customer to convert between kWh/h and m<sup>3</sup>/h ( $V_n$ ) ("GCV<sub>ref</sub>"). Respective GCV<sub>ref</sub> is applicable for calculation of tariffs in accordance with Section 18 and Attachment 6 and, subject to Section 11 paragraph 2, for calculation of capacity overruns in accordance with Section 11 and with Section 7 paragraph 5 and will be set out in the *storage contract*. On reasonable request of storage customer, *BEB* shall indicate *historical GCVs* of the last three (3) years per *storage delivery point* and *storage offtake point*.
7. *BEB* does not need to maintain the *identity* of *natural gas* between injection and withdrawal. Delivery and redelivery of the *natural gas* quantities may be carried out together with other *natural gas* quantities in a commingled stream.
8. Provision and offtake may also be carried out on behalf of storage customer by a third party acting as a *reasonable and prudent operator*. For the avoidance of doubt the storage customer shall remain liable for the *nomination* made by the third party.

## **Section 6 Storage Conditions**

1. The storage customer is entitled to nominate and offtake gas quantities up to the amount delivered to *BEB* pursuant to Section 5 paragraph 2.
2. The storage customer's right to use *storage capacity* contracted under a *storage contract* is subject to the *injection curve* and *withdrawal curve* as defined in Attachment 3 which will be regarded as its individual *injection curve* and *withdrawal curve* for purposes of its *storage contract(s)*.

BEB is entitled to change the *injection curve* and/or *withdrawal curve* and *working gas volume* contracted under *bundled services* and/or *unbundled services* for exceptional technical and/or geological/reservoir reasons only, in accordance with reasonable and prudent operation, and with a prior written notice period of three years. In the event of such a change to the *injection curve* and/or *withdrawal curve* for a *storage* and if that change results in a change of the *bundled services* and/or *unbundled services*, the *storage tariff* shall be adjusted as follows:

For the Dötlingen and Uelsen *storage*, the new *storage tariff* for *bundled services* and/or *unbundled services* shall be calculated based on the changes in *working gas volume* ("WGV") and *withdrawal rate* ("WID") on the following formula:

$$\text{StorageCharge}_{NEW} = \text{StorageCharge}_{OLD} \times \left( 0.5 \times \frac{\text{WGV}_{NEW}}{\text{WGV}_{OLD}} + 0.5 \times \frac{\text{WID}_{NEW}}{\text{WID}_{OLD}} \right)$$

For the Harsefeld *storage*, the new *storage tariff* for *bundled services* and/or *unbundled services* shall be calculated based on the changes in *working gas volume* ("WGV") and *withdrawal rate* ("WID") on the following formula:

$$\text{StorageCharge}_{NEW} = \text{StorageCharge}_{OLD} \times \left( 0.3 \times \frac{\text{WGV}_{NEW}}{\text{WGV}_{OLD}} + 0.7 \times \frac{\text{WID}_{NEW}}{\text{WID}_{OLD}} \right)$$

3. The storage customer's right to use *storage capacity* contracted under a *storage contract* depends on the minimum flow requirements on *injection rate* and *withdrawal rate* as defined in paragraph 2.5 in Attachment 2. If the *storage capacity* contracted by the storage customer at a *storage* is insufficient to fulfil the minimum flow requirements, the storage customer is entitled to make *nominations* which fall short of the minimum flow requirements as long as the technically necessary minimum flow for injection and/or withdrawal is reached by the sum of the *nominations* together with those of other storage customers.
4. The storage customer's right to use *storage capacity* contracted under a *storage contract* is subject to change-over and startup periods as defined in Attachment 4. If a storage customer nominates and/or renominates in such a way that the current *storage operating mode* needs to be changed because of the sum of all storage customer's nominations and/or renominations, BEB is entitled to reject said storage customer's *nomination* and/or *renomination* if and to the extent that said storage customer's *nomination* and/or *renomination* is not taking into account the change-over and startup periods for the change of the operating mode as defined in Attachment 4 for the respective storage.
5. To avoid damages to the *storages*, maximum and minimum working gas utilization must not exceed defined time limits for each *storage*.

The storage customer shall ensure that it does not maintain a utilization of more than 90% of its contracted *working gas volume* ("*maximum working gas level*") over a period of more than 8 consecutive months.

The storage customer shall ensure that it does not maintain a utilization of less than 10% of its contracted *working gas volume* ("*minimum working gas level*") over a period of more than 6 consecutive months.

BEB shall provide the storage customer notice one (1) month in advance of either of the time limitations set forth in sentences 2 and 3 above of this Section 6, paragraph 5, being triggered.

In the event the storage customer fails to comply with the requirements set out in sentence 2 above of this Section 6, paragraph 5, after giving ten (10) days notice, *BEB* has the right but not the obligation to withdraw and sell working gas volume exceeding the *maximum working gas level*. *BEB* shall pay to the storage customer 50% of the sales realisation by *BEB*.

In the event the storage customer fails to comply with the requirements set out in sentence 3 above of this Section 6, paragraph 5, after giving 10 days notice, *BEB* has the right but not the obligation to purchase and inject working gas volumes falling short of the *minimum working gas level*. The storage customer shall pay *BEB* 150% of the purchase price paid by *BEB*.

*BEB's* sale and purchase of *natural gas* as set forth in sentences 5 to 6 of this Section 6, paragraph 5 does not relieve the storage customer from its liability under these *GT&Cs*.

6. The storage customer shall ensure that the turnover of *working gas volume* under a *storage contract* is at least 20% of the *working gas volume* committed under said *storage contract* per *storage gas year*. The storage customer can aggregate individual *storage contracts* per *storage*, in order to meet the 20% turnover requirement per *storage*, set out above.

## **Section 7 Storage Balance**

1. *BEB* will maintain a *storage balance* for the aggregated *storage contracts* of the storage customer per *storage* showing the storage customer's *working gas volume* status and its injected and/or withdrawn *natural gas* quantities on an hourly basis. The storage customer's *nomination* per *storage* and hour will be allocated as injected or withdrawn quantities. The *storage balance* will be maintained in energy units (kWh).
2. To overcome technical restrictions (e.g. minflow restrictions) and/or operational restrictions (e.g. change-over and startup periods) *BEB* is entitled to use different *storages* to fulfil storage customers *nominations* and/or *renominations* than those *storages* provided for in said *nominations* and/or *renominations*. In this respect *BEB* is entitled to a deviation between the sum of all *storage balances* per *storage* and the physical balance showing the physical usage of said *storage*. *BEB* will control the deviations by maintaining a balancing account per *storage*.
3. *Injection rate* and/or *withdrawal rate* available to the storage customer under its *storage contracts* shall be determined on the basis of said storage customer's *storage balance*.
4. For purposes of determining *storage balances*, all delivered volumes measured in energy units shall be converted to m<sup>3</sup> (rounded figures, without decimal places) with the respective *GCV<sub>ref</sub>* published by *BEB*.
5. *BEB* will provide to the storage customer the status of its *storage balance* in accordance with paragraph 1, 3 and 4 of this Section 7 on each *gas business day* via *BEB's* websites.
6. By the 25th day of each month, *BEB* shall provide the storage customer a final monthly *storage balance* for the preceding month containing the total injected and/or withdrawn quantities per storage customer per *storage* per accounting month.

## **Section 8 Contracting Procedure**

1. Storage customer may request a *storage contract*. Storage customer shall provide *BEB* with all data necessary for the conclusion and implementation of the *storage contract*

above. The procedures for requests to conclude the *storage contract* are set out in paragraph 2 to 8 of this Section 8.

2. Available *storage capacities* are allocated in the chronological order of the time of receipt of duly completed and signed binding *storage capacity* requests by *BEB* ("first requested – first served").
3. Subject to paragraph 4 of this Section 8, the following lead time shall apply:
  - Storage customer may contract a *storage contract* with duration of less than one (1) month at the earliest twenty (20) *gas business days* in advance of the envisaged *start date*.
  - Storage customer may contract a *storage contract* with duration of at least one (1) month but less than one (1) year at the earliest three (3) months in advance of the envisaged *start date*.

Storage customer may contract a *storage contract* with duration equal to or longer than one (1) year without any lead time. However, the *handling period* as specified in paragraph 4 of this Section 8 shall apply.

4. *BEB* shall with due diligence check and determine, in accordance with best industry standards, on the basis of *BEB's facilities* and existing contractual commitments whether the requested *storage capacity* is available.
5. The implementation of contracted *storage capacity* and/or *services* related thereto provided by *BEB* under above *storage contracts* usually requires a *handling period* of ten (10) *gas business days*, to be observed between the *effective date* and the *start date*.
6. A *storage contract* may be concluded for the term of one *gas day*, one month, one year or consecutive multiples or consecutive combinations thereof. However, if storage customer requests to conclude a *storage contract* with an *end date* later than ten (10) years after the envisaged date of conclusion, conclusion of such *storage contract* depends on the approval of *BEB*. *BEB* will consider in its sole discretion the technical feasibility and the economical reasonableness of such *storage contract*.
7. *Storage capacities* may only be contracted in m<sup>3</sup> (V<sub>n</sub>) and/or m<sup>3</sup>/h (V<sub>n</sub>) and with the same capacity value for the whole contract term only.
8. Performance under the respective *storage contract* starts at 06:00 a.m. (CET / CEST) on the *start date* and ends at 06:00 a.m. (CET / CEST) on the *end date*.
9. For the avoidance of doubt, *BEB* is not obliged to perform *natural gas storage services* until conclusion of the respective *storage contracts*.

## **Section 9 End of the Contractual Relationship**

1. At the end of the *storage contract* term the storage customer must have completely removed the *natural gas* stored in the contracted *working gas volume* or transferred its *natural gas* to another or several other storage customers of *BEB*. If the contract is terminated without notice, *BEB* shall grant the storage customer an appropriate period in which the storage customer has to fulfil the obligations defined in sentence 1.
2. If the storage customer is not able to withdraw its *natural gas* by the end of the *storage contract* term due to *Force Majeure* or any failure of *BEB*, the storage customer has the right to withdraw its *natural gas* within a reasonable period after the expiry of the *storage contract*.

3. If the storage customer does not withdraw its *natural gas* at the end of the *storage contract* term or after expiry of the period mentioned in paragraph 1, sentence 2, or paragraph 2 of this Section 9 the storage customer shall lose its title to the remaining *natural gas*. *BEB* shall endeavour to sell the *natural gas* and will compensate the storage customer with 50% of the sales realisation after expenses incurred by *BEB*.
4. If after expiry of the *storage contract* but within the period mentioned in paragraph 1, sentence 2, or paragraph 2 of this Section 9 the parties conclude a new *storage contract* with a *start date* equal to the *end date* of the preceding *storage contract*, the storage customer is entitled, notwithstanding paragraph 1 of this Section 9 to leave the *natural gas* located in the *storage* at the end of the *storage contract* term in the *storage* as part of the *storage capacities* committed under the new *storage contract*.

### **Section 10 Nomination / Operating Manual Storage**

1. Storage customer shall nominate delivery and offtake of *natural gas* quantities in accordance with the provisions set out in the *operating manual storage*.
2. The rules laid down in the *operating manual storage* shall be in line with *nomination* procedures offered by *adjacent network operators* and updated accordingly.
3. *BEB* and/or storage customer shall notify each other, as soon as reasonably practicable, if it is unable to provide any nominated *natural gas quantities* at the respective *storage delivery point* and/or *storage offtake point*, either temporarily or long-term. Notwithstanding such notice, *BEB's* and/or storage customer's obligations in accordance with paragraphs 1 and 2 of this Section 10, shall remain unaffected.
4. In order to maintain the operational integrity of the overall *BEB's facilities* and in order to comply with changes required to meet general approved rules and techniques and/or national or international government authority requirements, *BEB* is entitled to amend the *operating manual storage* with three (3) months prior notice.

### **Section 11 Capacity Allocation and Capacity Overrun**

1. Storage customer shall ensure that the *natural gas* quantities nominated and allocated at any *storage delivery point* and/or *storage offtake point*, during any hour, do not exceed one hundred percent (100%) of the *storage capacity* contracted by the storage customer in the respective *storage* within such hour.
2. The nominated and allocated *natural gas* quantities as mentioned in paragraph 1 of this Section 11 shall be converted from kWh/h to m<sup>3</sup>/h ( $V_n$ ) with the respective  $GCV_{ref}$  in accordance with Section 5, paragraph 6.
3. If in any hour, contrary to the obligation as set out in paragraph 1 of this Section 11, the *natural gas* quantities delivered or offtaken at any *storage delivery point* and/or *storage offtake point* exceed one hundred percent (100%) of the contracted *storage capacity* in the respective *storage* during such hour, then an *hourly capacity overrun* (allocated quantity of *natural gas* minus the contracted *storage capacity*) shall have occurred.

If *hourly capacity overrun* has occurred, *storage* customer shall pay the capacity overrun tariff for the *injection rate* and/or *withdrawal rate* of the maximum *hourly capacity overrun* per *gas day* exceeding one hundred percent (100%) in accordance with Attachment 6

paragraph 6.9.2.

For the avoidance of doubt, any *hourly capacity overrun* shall not increase the contracted *storage capacity* as defined in Section 4.

4. *BEB* shall notify storage customer as soon as reasonably practicable of situations which cause capacity overrun charges to be due.

## **Section 12 Storage Delivery Point and Storage Offtake Point**

The *storage delivery points* and *storage offtake points* are the transfer points as defined in Attachment 5 between the *BEB's facilities* and the connected *gas transmission system*.

## **Section 13 Natural Gas Delivery Station / Measurement / Delivery Pressure**

1. *BEB* shall conclude a Grid Connection Agreement or an Operational Balancing Agreement or other applicable agreements with the operator of any interconnecting network at each *storage delivery point* or *storage offtake point* as laid down in Attachment 5. *BEB* shall inform the storage customer to the extent the storage customer is affected by any Grid Connection Agreement, Operational Balancing Agreement or other applicable agreement of all relevant parts of such agreements.
2. For grid connections not operated by *BEB*, *BEB* shall, in accordance with paragraph 1 of this Section 13, contractually secure that *BEB* promptly receives the measurement and invoicing data required for managing the *storage contract* from the *adjacent network operator*. *BEB* shall ensure that *BEB* is entitled to review the documentation of the *adjacent network operator* required for measurement and invoicing and to inspect the grid connections.
3. *BEB* will measure, or cause to be measured, injected and/or withdrawn *natural gas* quantities in compliance with the "Gesetz über das Mess- und Eichwesen (Eichgesetz)" and conduct measurement exclusively with licensed and calibrated measurement equipment. Furthermore all generally approved rules and techniques (e.g. the *DVGW* and PTB body of rules and regulations such as the appropriate DIN-Norm) shall be taken into account by *BEB*. Basic requirements for measurement systems are determined on the *DVGW* worksheet G2000 "Mindestanforderungen bezüglich Interoperabilität und Anschluss an Erdgasnetze".

All measurement stations shall conform with the "Richtlinien der Gasunie Deutschland Transport Services GmbH für die Planung, die Errichtung und den Betrieb eines Netzanschlusses" as published on the website of Gasunie Deutschland Transport Services GmbH and as amended from time to time or comparable agreements of the *adjacent network operators*.

The registration, processing and allocation for data shall be performed in accordance with all generally approved rules and techniques, in particular applicable *DVGW* worksheets. If storage customer reasonably disputes the correctness of the data, storage customer has accordingly the right to audit but is not entitled to conduct such audit itself. To conduct such audit, storage customer shall appoint an independent auditor to be agreed between *BEB* and storage customer to verify the data at storage customer's own cost. *BEB's* consent to the appointment of an independent auditor shall not unreasonably be

withheld. The independent auditor shall be obligated to confidentiality as set out in Section 26.

4. Storage customer shall deliver *natural gas* quantities to *BEB* at *storage delivery point* on the basis of agreements to be entered into between *BEB* and the *adjacent network operator* in accordance with paragraph 1 of this Section 13 with a pressure suitable to deliver the *natural gas* to the *storage*.

*BEB* shall redeliver the *natural gas* quantities to the storage customer at the *storage offtake point* on the basis of agreements to be entered into between *BEB* and the *adjacent network operator* in accordance with paragraph 1 of this Section 13 with a pressure suitable for the *natural gas* to be received by the *adjacent network operator*.

## Section 14 Natural Gas Specification

1. The *natural gas* quantities to be delivered and redelivered at the *storage delivery points* and *storage offtake points* pursuant to Section 12 shall correspond to the current regulations of *DVGW* specification G 260, 2<sup>nd</sup> *natural gas* family.
2. *BEB* is entitled to suspend *natural gas storage service* in accordance with Section 23 if the following limits are not maintained for the *natural gas* to be delivered in accordance with Section 5 paragraph 2 at the *storage delivery point*.

O <sub>2</sub>	< 0.001 Mol %
CO <sub>2</sub>	< 2.5 Mol %
H <sub>2</sub> S + COS total	< 5.0 mg(S)/m <sup>3</sup> (V <sub>n</sub> )
RSH	< 6.0 mg(S)/m <sup>3</sup> (V <sub>n</sub> )
Sulphur, total	< 30 mg(S)/m <sup>3</sup> (V <sub>n</sub> )
H <sub>2</sub> O DP	- 8°C at 70 bara
HC DP	- 2°C at 1 - 70 bara

The *natural gas* may not contain any odourising agents.

3. The *Wobbe number* of the *natural gas* to be delivered shall be 15 kWh/m<sup>3</sup> (V<sub>n</sub>) , with a permissible fluctuation range of 15 + 0.7 kWh/m<sup>3</sup> (V<sub>n</sub>) to 15 – 1.4 kWh/m<sup>3</sup> (V<sub>n</sub>) . *BEB* is entitled for material reasons to alter the nominal *Wobbe number* and/or the respective *natural gas specification* in the future within the overall range of the 2<sup>nd</sup> *natural gas* family in accordance with *DVGW* specification G 260. *BEB* shall endeavour to agree to such an alteration with the affected storage customer. The storage customer is entitled to reject the requested alteration to the specification, if interests of the storage customer are negatively affected by the requested alteration. If the storage customer rejects the alteration to the specification in accordance with sentence 4 above, the storage customer and *BEB* shall in good faith negotiate an alternative solution in order to satisfy both parties. Consent to such alternative solution shall not be unreasonably withheld. As long as no agreement concerning such solution is reached by the parties, *BEB* shall not make any alteration to the *Wobbe number* and/or respective *natural gas* specification. Irrespective hereof *BEB* is entitled to alter the *Wobbe number* and/or *natural gas specification* without the consent of the storage customer following a notice period of five (5) years. The affected *storage contracts* shall be adjusted accordingly as of the date the alteration becomes effective. If *BEB* alters the *Wobbe number* and/or *natural gas specification* pursuant to this paragraph, storage customer has the right to terminate its *storage contract(s)* for the affected *storage* as of the date when the alteration becomes

effective, provided that the storage customer has given *BEB* notice of termination one year in advance.

4. If *BEB* makes an alteration as defined in paragraph 3 of this Section 14, *BEB* and the storage customer will agree the appropriate adjustments to the *storage contract*.

## **Section 15 Capacity Retrieval**

1. In order to prevent or remedy artificial scarcity in its *storages*, *BEB* shall retrieve all rights of storage customer concerning or related to or derived from all or part of the *storage capacity* contracted under the respective *storage contract* and storage customer shall respectively lose such rights to the extent these *bundled services* and/or *unbundled services* are not used, provided that the following prerequisites are fulfilled:
  - a) *BEB* is not able to comply with at least one (1) request of any storage customer for any firm *storage capacity* with respect to the relevant *storage* as the firm *storage capacity* is not available; and
  - b) Storage customer has not used all or nearly all *storage capacity* contracted under its *storage contract* for at least twelve (12) consecutive months.
2. *BEB* shall notify storage customer in writing of the fulfilment of the prerequisites in accordance with paragraph 1 of this Section 15 ("*notification of retrieval*"). In this *notification of retrieval*, *BEB* shall appoint the date from which *BEB* retrieves *storage capacity*, the quantity of *storage capacity* to be retrieved and the term thereof. Within one (1) month after receipt of the *notification of retrieval* by storage customer, storage customer shall assign the rights and obligations regarding the respective *natural gas storage service* set out in the *notification of retrieval* to a third party in accordance with Section 27.
3. If storage customer has not assigned respective rights and obligations in accordance with paragraph 2 of this Section 15, the retrieval shall be effective. Subject to paragraph 4 and 5 of this Section 15 storage customer shall lose all rights concerning or related to the *natural gas storage service* retrieved to the extent as notified in the *notification of retrieval*.
4. Storage customer has the right to contest the retrieval of *BEB* in writing within two (2) weeks after the effective date of the retrieval in accordance with paragraph 3 of this Section 15 ("*contestation of retrieval*"). The *contestation of retrieval* shall be substantiated within the period as defined in the previous sentence.
5. If storage customer timely and sufficiently contests the *notification of retrieval* of *BEB* as set out in paragraph 4 of this Section 15, *BEB* may submit its *notification of retrieval* and the *contestation of retrieval* to an independent third party to be agreed by storage customer and *BEB*. *BEB* shall nominate the independent third party to be appointed. Storage customer has the right to reject the appointment of the third party nominated by *BEB* within ten (10) *gas business days* after *BEB* has informed storage customer on the third party nominated. Storage customer may only refuse to appoint the third party nominated by *BEB* if storage customer has justified substantial doubts of the independence of the third party. The independent party shall be obligated to confidentiality as set out in Section 26. The third party shall exclusively decide on the basis of the submitted *notification of retrieval* and *contestation of retrieval*. The decision shall be made within ten (10) *gas business days* after the third party has received the *notification of retrieval* and the *contestation of retrieval* and shall be binding for the *parties*. The decision shall contain if and to what extent the retrieval shall be executed or confirmed respectively concerning or related to the *natural gas storage service* in

question and shall include the allocation of the costs of the procedure and the conditions of payment of such costs.

6. Subject to paragraph 4 and 5 of this Section 15, storage customer shall be released from its respective payment obligations under the *storage contract* to the extent *natural gas storage service* is retrieved as specified in the *notification of retrieval* as of the effective date of the retrieval in accordance with paragraph 3 of this Section 15.
7. For the avoidance of doubt, the retrieval of *natural gas storage capacity* and release of payment pursuant to this Section 15 does not affect any other amount payable related to *natural gas storage services* subject to a *storage contract* and does not affect the rights and obligations of any *party* under that *storage contract* in any other respect. In particular, the exercise of any right in accordance with this Section 15 shall not be considered as a failure to fulfil a material obligation for the purpose of Sections 4 to 7.

## **Section 16 Operation of Facilities**

1. *BEB* shall operate its *facilities* in accordance with applicable law, relevant standards, necessary governmental and other authority approvals, good engineering and storage practice and operating conditions, in order to provide *natural gas storage service* to the storage customer in accordance with the *storage contract* and to enable *BEB* to meet its respective obligations under the *storage contract*.
2. Storage customer and *BEB* will co-operate with each other in good faith to the fullest extent practicable in the operation of their respective facilities and will exchange information and data so as to facilitate the delivery, storage and offtake of *natural gas* in accordance with the *storage contract*.
3. If either *BEB* or storage customer becomes aware of circumstances which, in its reasonable opinion based on good engineering and storage practice:
  - a. threaten the operational integrity of *BEB's facilities* or of the *storage customer's facilities* or any other facilities upstream or downstream of the *BEB's facilities*; or
  - b. adversely affect the ability of *BEB* to provide *natural gas storage service* to storage customers; or
  - c. adversely affect the ability of the storage customer to deliver *natural gas* to the *storage delivery point* or offtake *natural gas* at the *storage offtake point*

then, it shall as soon as reasonably practicable, give notice to the other *party*. *BEB* and storage customer shall consult and co-operate with each other to take all appropriate actions to eliminate or alleviate the above mentioned circumstances.

## **Section 17 Maintenance**

1. *BEB* shall endeavour to co-ordinate its maintenance operations with *adjacent network operators*. Maintenance for pore storages shall be as far as reasonable possible performed during turn-over periods from injection to withdrawal and from withdrawal to injection during the respective shutdown periods.
2. *BEB* shall publish on its website the planned maintenance periods for the next six (6) months ("*fixed maintenance plan*") and the expected maintenance periods for the following six (6) months ("*non-binding maintenance forecast*") with an indication of the

likely duration and extent of the *natural gas storage service* restrictions provided that storage customer is affected by the maintenance periods. The *fixed maintenance plan* and the *non-binding maintenance forecast* will be updated on a regular basis ("*rolling maintenance plan*").

3. *BEB* shall be entitled to curtail delivery and/or offtake of *natural gas* to the extent necessary to carry out planned maintenance operations at *BEB's facilities*.

The entitlement of *BEB* to shutdowns for planned maintenance work shall be restricted for the Dötlingen and Uelsen storages and each *injection period* and *withdrawal period* to 14 calendar days. For the Harsefeld storage the entitlement of *BEB* to shutdowns for planned maintenance work shall be restricted in each *storage gas year* to 14 calendar days. Provided that during these shutdown periods the storages are partially available, *BEB* has the entitlement to extend the aforementioned periods pro-rata

In addition to the entitlement set out in sentence 2 and with regard to planned maintenance operations in the Dötlingen and Uelsen storages

- a) *BEB* is entitled to reduce the *withdrawal rate* available in accordance with the *withdrawal curve* pursuant to Attachment 3 up to 50% of the contracted *withdrawal rate* during the *injection period* and
- b) *BEB* is entitled to reduce the *injection rate* available in accordance with the *injection curve* pursuant to Attachment 3 up to 50% of the contracted *injection rate* during the *withdrawal period*.

*BEB* shall limit the above mentioned reductions in accordance with a) and b) to the extent reasonable possible.

4. *BEB* shall, after giving as much notice to the storage customer as is reasonably practical, be entitled to curtail delivery and/or offtake of *natural gas* to the extent necessary to carry out unplanned maintenance. The performance of works required for such maintenance operation (e.g. urgent and unplanned inspections and repairs) shall release *BEB* from carrying out its obligations under the respective *storage contract* insofar and as long as such works make delivery or offtake of the *natural gas* impossible or economically unreasonable.

*BEB* shall liaise with the storage customer regarding the schedule for, nature of and expected duration of the unplanned maintenance and will carry out such unplanned maintenance as quickly as possible and use reasonable endeavours to conduct such unplanned maintenance at the time of likely least interference to the storage customer.

5. *BEB* shall use all reasonable endeavours to carry out maintenance operations
- a) so as to avoid or minimise as far as is reasonable practical, any curtailment of *natural gas storage services* to the storage customers; and
- b) so as to avoid simultaneous curtailment of its operated storages.
6. The obligations of the storage customer to pay the *storage tariff* shall remain unaffected unless *BEB* is prevented, irrespective of planned or unplanned maintenance, from fulfilling its contractual obligations per *storage* for more than the periods as referred to in paragraph 3.
7. In case of major overhauls or extensions of *BEB's facilities* which are needed to keep the *storage facilities* reliable to fulfil the *services* committed under respective *storage contracts* *BEB* is entitled to suspend *natural gas storage services* partly or in total to a maximum of thirty (30) calendar days provided that *BEB* notifies such suspension eighteen (18) months in advance. In such case storage customer's payment will be reduced pro rata.

## Section 18 Tariffs

1. The *storage tariff* is calculated as the sum of contracted *bundled services* and/or *unbundled services*, operational tariff and if applicable the tariff for exceeding *storage balance* and capacities in accordance with paragraph 2 to 12 of this Section 18.
2. For firm *bundled services* pursuant to Section 4, paragraph 1 and/or *partly firm bundled services* pursuant to Section 4, paragraph 4, a *storage tariff* becomes payable upon the *start date* of the respective *storage contract*. The yearly *storage tariffs* for *firm bundled services* and/or *partly firm bundled services* are listed in Attachment 6, paragraph 6.1. The applicable *storage tariff* depends on the contract term and envisaged *start date*.
3. For firm *unbundled services* pursuant to Section 4, paragraph 2, a *storage tariff* becomes payable upon the *start date* of the respective *storage contract*. The yearly *storage tariffs* for *unbundled services* are listed in Attachment 6, paragraph 6.2. The applicable *storage tariff* depends on the contract term and envisaged *start date*.
4. The applicable *storage tariff* for a contract term less than one (1) year is calculated with the applicable weighting factors in accordance with Attachment 6, paragraph 6.3.
5. For *interruptible bundled services* and/or *interruptible unbundled services* pursuant to Section 4, paragraph 3, a *storage tariff* becomes payable upon the *start date* of the respective *storage contract*. The *storage tariffs* for *interruptible bundled services* and/or *interruptible unbundled services* are defined in Attachment 6, paragraph 6.4. The applicable *storage tariff* depends on the contract term and envisaged *start date*.

In case of actual interruption, *BEB* shall reimburse to storage customer the applicable *storage tariff* for *interruptible bundled services* and/or *interruptible unbundled services* taking into account the duration and extent of the interruption and provided that the applicable *storage tariff* for *interruptible bundled services* and/or *interruptible unbundled services* to be paid by storage customer under its respective *storage contract* minus such reimbursement is not less than fifty percent (50 %) of respective payment for the duration of such *storage contract* without any interruption.

6. With regard to calculation of applicable *storage tariffs* pursuant to paragraphs 1 to 5 of this Section 18 *BEB* applies tariff caps in accordance with Attachment 6, paragraph 6.5.
7. If the *storage contract* with duration of one year or multiples thereof does not start on 1<sup>st</sup> April the storage customer shall pay the tariff calculated with the applicable weighting factor in accordance with Attachment 6, paragraph 6.6.
8. Irrespective of paragraphs 1 to 6 of this Section 18 the storage customer shall pay a minimum storage consideration in accordance with Attachment 6, paragraph 6.7.
9. With regard to the energy consumption for the storage process the storage customer shall pay an operational tariff in accordance with Attachment 6, paragraph 6.8.
10. If the storage customer exceeds the contracted *working gas volume* or is incurring a negative *storage balance* it shall be charged with the tariff in accordance with Attachment 6, paragraph 6.9.1.
11. If the storage customer exceeds the contracted *injection rate* and/or *withdrawal rate* it shall be charged with the capacity overrun tariff as specified in Attachment 6, paragraph 6.9.2.
12. If the duration of the *storage contract* is longer than one (1) year or the *start date* of the *storage contract* is more or equal than one (1) year later than the *effective date* the tariff adjustment pursuant to Attachment 6, paragraph 6.10 shall apply.

## **Section 19 Taxes**

1. If taxes or other public duties on tariffs and other considerations as defined in Attachment 6 and the respective *storage contract* including any taxes or other public duties on the *natural gas storage services* forming the basis of the tariff and other considerations are introduced, abolished or altered, *BEB* shall make a corresponding increase or decrease to the tariffs and other considerations as defined in Attachment 6 and the respective *storage contract* from the point in time at which the introduction, abolishment or alteration of taxes or other public duties comes into force. This shall accordingly apply with respect to the introduction or abolition of or alteration to other tariffs or considerations by or pursuant to a national or international law or by administrative act or direction of public authority.
2. All tariffs and other considerations as defined in Attachment 6 and the respective *storage contract* are stated without applicable taxes. Storage customer shall pay to *BEB* all applicable taxes in addition to such tariffs and other considerations.
3. The tariffs and other considerations as defined in Attachment 6, this Section 19 and the respective *storage contract* and any additions thereto form the consideration for purposes of the VAT Law, i.e. without Value Added Tax ("VAT"). In addition to the consideration storage customer shall pay to *BEB VAT* at the applicable rate.
4. The provisions of Attachment 6, this Section 19 and the respective *storage contract*, specifically exclude any tax of general application imposed on *BEB's* income ("Körperschaftssteuer und Gewerbesteuer"), which taxes shall be for *BEB's* account.

## **Section 20 Invoicing and Payment**

1. The tariffs as defined in Section 18, paragraphs 2 to 8 and as set out in the respective *storage contract* shall be invoiced to storage customer by *BEB* in equal monthly rates regarding the period as of *start date* to *end date* at the beginning of each calendar month.
2. Any operational tariff in accordance with Attachment 6, paragraph 6.8, any tariffs for exceeding *storage balance* and capacities in accordance with Attachment 6, paragraph 6.9 and/or any reimbursements in accordance with Section 18, paragraph 5 shall be invoiced to the storage customer by the 15<sup>th</sup> day of the month following the month of delivery, consistent with the following:
  - a) In the event that actual data is not available by the 15<sup>th</sup> day of the month following the month of delivery, then *BEB* may render to the storage customer a provisional monthly statement in which the operational tariff shall be estimated by *BEB* using the best data available to *BEB*.
  - b) If any invoicing was based on provisional data, *BEB* shall, as soon as reasonably practicable after the actual data becomes available, render to the storage customer a statement of adjustment showing the appropriate adjustments to the provisional monthly statement. The amount resulting from the adjustment, including interest in accordance with currently applicable statutory provisions from the due date on the provisional monthly statement to the date of payment of the adjustment, shall be paid by the relevant *party* within 10 calendar days after receipt of the statement of adjustment.
3. A final invoice shall be calculated at the end of the *storage contract* term.

4. The amounts invoiced, including VAT, shall be paid by the storage customer by bank transfer to the account specified in the invoice by the 15<sup>th</sup> of the invoicing month, however, at the latest within ten (10) calendar days after receipt of the invoice. The invoiced amount shall except for manifest errors be paid without deductions whether or not any part of or entire amount is disputed.
5. If any payment deadline is not met, the *party* affected - notwithstanding further claims - is entitled to demand interest. Interest shall be calculated at an annual rate equal to 8% plus the Basiszinssatz (pursuant to § 247 BGB) as published by the German Bundesbank on the first banking day in the month of issuance of the invoice.
6. Objections to the correctness of the invoice shall be made as soon as reasonably practicable, however within two weeks after receipt of the invoice at the latest. Objections relating to metering results or errors which cannot be identified by the storage customer may, except in the case of storage customer's negligence, also be made after the expiration of the aforementioned deadline immediately after the *party* making the objection has obtained knowledge of the reason for the objection or at the end of the following *storage gas year* at the latest. The same shall apply to subsequent *BEB* demands concerning incorrectness of the invoice or the measurement results.
7. Only a counterclaim that is recognized by declaratory judgment or has not been contested by *BEB* may be set off against a claim of *BEB* arising from the *storage contract*. Except for the case of obvious errors, objections to the invoice do not entitle storage customer to postponement, reduction or refusal of payment. Storage customer is only guaranteed the right to repayment, with interests in accordance with currently applicable statutory provisions, if its objections are justified. If an obvious error in calculation have been made, the amount stated in the invoice may be adjusted by the relevant error amount, attaching a written explanation of the adjustment.

## **Section 21 Force Majeure**

1. *BEB* shall be released from its obligations to perform and from any liability to the extent that it has not taken or redelivered the properly nominated *natural gas* quantities provided by storage customer at the *storage delivery point* or to be offtaken by storage customer at the *storage offtake point*, or that it has not performed any of its other obligations (or is otherwise in breach of any covenant or undertaking) under the *storage contract* due to damage to, failure, total or partial breakdown or inoperability of *BEB's facilities* (or any part thereof) or any other event affecting *BEB's* ability to perform its obligations where, in any case, such event or circumstance qualifies as *Force Majeure*.
2. Storage customer shall be released from its obligations to perform and from any liability to the extent it has not delivered the properly nominated *natural gas* quantities at the *storage delivery point* or offtaken the properly nominated *natural gas* quantities at the *storage offtake point*, or that it has not performed any of its other obligations (or is otherwise in breach of any covenant or undertaking) under the *storage contract* due to damage to, failure, total or partial breakdown or inoperability of *storage customer's facilities* (or any part thereof) or any other event affecting storage customer's ability to perform its obligations where, in any case, such event or circumstance qualifies as *Force Majeure*.
3. For purposes of this Section 21, "*Force Majeure*" is an event beyond the reasonable control of the *party* claiming *Force Majeure* and includes but is not limited to acts of God, terrorist attack, natural disasters or occurrences, events requiring urgent inspections and/or repairs, events required to preclude immediate danger to the safety of personnel,

facilities or the environment, strikes, lock-outs, statutory provisions, or official or governmental actions or measures (whether or not legal).

4. Subject to paragraph 5 of this Section 21, either *party* shall be released from its contractual obligations insofar and as long as the other *party* is hindered to fulfil its contractual obligations by events of *Force Majeure* as set out in paragraph 1 to 2 of this Section 21 respectively.
5. No reduction of tariffs and other considerations becomes applicable in case of events of *Force Majeure* lasting less than or equal to four (4) hours.
6. The following events or circumstances, without limitation, shall not constitute an event of *Force Majeure* under this Section 21:
  - a) financial hardship or the inability of a *party*, and/or any *affiliated company* of a *party*, to make a profit or achieve a satisfactory rate of return resulting from performance or failure to perform its obligations under the *storage contract* or from the usage of *natural gas storage services* hereunder or from the sale or storage of *natural gas*; or
  - b) loss of customers, loss of market share, loss of supply, failure to redeliver *natural gas* if gas was properly delivered or reduction in demand for *natural gas*; or
  - c) failure or inability to perform attributable to tariffs and other considerations hereunder or currency devaluation.
7. If *BEB* due to an event of *Force Majeure* is unable to perform its obligations under the *storage contract*, *BEB* to the extent it is able, and where it is necessary to reduce *storage capacities*, shall do so in following order: interruptible storage capacity, firm storage capacity.
8. The *party* affected by *Force Majeure* shall notify the other *party* immediately and shall ensure by all possible technical means and economically reasonable means under the terms of the respective *storage contract* that the prerequisites for fulfilling the *storage contract* are restored. Performance is excused under this Section 21 from the beginning of the event of *Force Majeure*, not upon notification by the *party* seeking relief.
9. If a *party* is released from its obligations to perform and from liability under this Section 21 and if the same event of *Force Majeure* prevents or substantially impairs the performance of any material obligations or condition required to be performed under the *storage contract* for a period of twenty-four (24) consecutive months from the date of the commencement of such event, either *party* shall be entitled to terminate the respective *storage contract* by notice to the other *party*, provided that such performance has not been completely and permanently restored (insofar as reasonably may be determined by the *party* giving notice of termination) as at the time such notice is given. Such termination shall be effective upon receipt of the notice. Section 26 remains unaffected.
10. For purposes of these *GT&Cs*, "*BEB's facilities*" mean:
  - a) the *storage system* including all surface and subsurface facilities and the reservoirs; and/or
  - b) all ancillary equipment and works connected to this *storage system*, the *BEB gas transmission system* and those facilities;
  - c) any extensions, looping or enhancements of the *storage system* and/or equipment referred to in lit. (a) and (b); and/or
  - d) all other plant, equipment and facilities between the *storage delivery point* and the *storage offtake point* used by *BEB* to receive, compress, store and deliver *natural gas* to the *storage offtake point* including without limitation, all equipment and facilities required in order to meet all governmental or other authorities requirements for the performance of *BEB's* obligation under the *storage contract*; and/or

- e) all facilities (whether or not owned or operated by *BEB*) needed to control and steer *natural gas* flows within the facilities set out in this paragraph 10 as well as all facilities (whether or not owned or operated by *BEB*) needed to receive, handle and send *nominations*.

11. For purposes of these *GT&Cs*, "*storage customer's facilities*" mean:

- a) any reservoirs, platforms, pipelines, wells, plant (including, without limitation any *natural gas* terminal), machinery or any other equipment or facilities (whether or not owned or operated by the storage customer) upstream of or at the *storage delivery point* used by the storage customer to produce, receive, process, compress, store, treat and transport *natural gas* to be supplied at the *storage delivery point* under the *storage contract*, and/or
- b) any pipelines, plant (including without limitation any *natural gas* terminal), machinery, meters, valves or other equipment or facilities (whether or not owned or operated by the storage customer) at the *storage offtake point* required for the storage customer to take delivery of *natural gas* at the *storage offtake point*, and/or
- c) any plant, machinery or other equipment or facilities downstream of a *storage offtake point* used by the storage customer or the buyer of storage customer's *natural gas* (whether or not owned or operated by either the storage customer or the buyer of storage customer's *natural gas*) and/or
- d) all facilities (whether or not owned or operated by the storage customer) needed to control and steer *natural gas* flows within the facilities set out in this paragraph 11 as well as all facilities (whether or not owned or operated by the storage customer) needed to receive, handle and send *nominations*.

## **Section 22 Liability**

1. Each *party* is liable to the other *party* for injury to life, body and health resulting from interruptions or disturbances of *storage process* or interruption or other irregularity of delivery or offtake such as deviation from the nominated *natural gas* quantities unless such injury is neither caused by wilful misconduct nor negligence of such *party*. Each *party* is liable to the other *party* for monetary damages ("Vermögensschäden") and damage to the other *party's* property ("Sachschäden") resulting from interruptions or disturbances of *storage process* or interruption or other irregularity of delivery or offtake such as deviation from the nominated *natural gas* quantities unless such damages are neither caused by wilful misconduct nor gross negligence of such *party*. Liability for monetary damages and damage to the other *party's* property caused by gross negligence pursuant to sentence 2 is limited to a maximum of € five (5) million for each occurrence of damage. If the total individual claims of damage per occurrence of damage exceed such maximum limit, each individual claim for compensation shall be reduced in the ratio of the total of all claims for compensation to the maximum limit.
2. If a *party* causes by wilful misconduct or gross negligence damage to a third party due to interruptions or disturbances of *storage process* or interruption or other irregularity of delivery or offtake such as deviation from the nominated *natural gas* quantities, such *party* shall hold the other *party* harmless from third party claims up to the limitation set forth in paragraph 1 of this Section 22. The liability of such *party* shall in other respects remain unaffected.
3. The limitations of liability set forth in this Section 22 shall also apply to any claims made against the employees, contractors, legal representatives, servants or agents ("Erfüllungs- und Verrichtungsgehilfen") of either *party*.

4. Section IV., paragraph 13 of the *operating manual storage* and the liability for injury to life, body and health in accordance with compulsory liability law (“Haftpflichtgesetz”) shall remain unaffected by the provisions of this Section 22.

### **Section 23**

#### **Suspension of Natural Gas Storage Service, Termination of Contract without Notice**

1. *BEB* is entitled to suspend *natural gas storage service* at any time without prior notice if necessary and reasonable in order to
  - a) avert or preclude immediate danger to the safety of personnel, facilities or the environment, or
  - b) ensure that disturbances of other storage customers or disturbing effects on *BEB's facilities* or facilities of third parties are prevented, or
  - c) prevent the offtake of *natural gas* circumventing or negatively influencing measuring equipment.
2. If storage customer is not responsible for the above-mentioned reasons for suspending *natural gas storage services*, respective *natural gas storage services* shall be discontinued only insofar and as long as it is absolutely necessary in order to eliminate the reasons for the suspension. If storage customer is responsible for the above-mentioned reasons for suspending *natural gas storage services*, storage customer shall immediately cease the interfering activity upon written notice by *BEB*. *BEB* is entitled to terminate the respective *storage contract* with immediate effect if, following notice by *BEB* to storage customer under the preceding sentence, either storage customer refuses to cease the interfering activity or the reasons for suspension of *natural gas storage services* reoccur and storage customer is responsible hereof.
3. In case of material infringements of the *storage contract*, in particular non-adherence of payment obligations by storage customer or non-adherence of *natural gas storage service* obligations by *BEB*, the respective other *party* is entitled to suspend delivery and offtake or take and redelivery of *natural gas* in the event the matter is not remedied within two (2) weeks after written notice by the other *party*. If, following the aforementioned notice such infringements reoccur, the other *party* is entitled to terminate the respective *storage contract* with immediate effect. For the purpose of the *GT&Cs*, material contractual infringements shall include in particular the case that storage customer no longer meets one or more of the requirements as set out in Section 3.
4. Either *party* is entitled to suspend *natural gas storage services* or to terminate the respective *storage contract* with immediate effect if
  - a) an application to open insolvency proceedings on the assets of the other *party* is made by the other *party* itself, or
  - b) measures as defined in § 21 of the Insolvency Statutory Act directed against the other *party*, or
  - c) insolvency proceedings are opened against the other *party* or an application to open insolvency proceedings is rejected due to insufficiency of assets.
5. In the event of a suspension, the *parties* shall without undue delay resume their obligations as soon as the reasons for suspension no longer exist and the *party* liable in accordance with Section 22 has reimbursed to the other *party* the costs incurred for suspension and for the resumption of *natural gas storage services*.
6. After termination of *storage contract*, either *party* shall have no liability or obligation towards the other *party* regarding any contractual claims arising after termination. Section 26 shall remain unaffected.

## **Section 24 Insurance Obligations**

1. Before concluding a *storage contract*, storage customer shall provide to *BEB* proof of liability insurance appropriate to the risk borne by storage customer regarding the respective *storage contract*. If the liability insurance contract is due to expire during the term of the *storage contract*, regardless of the reason, storage customer shall give notice to *BEB* without undue delay. If storage customer cannot provide proof of a subsequent liability insurance contract until one (1) month before the liability insurance contract is due to expire, *BEB* is entitled to terminate the *storage contract* in accordance with Section 23, paragraph 3. In any case, storage customer shall without undue delay notify *BEB* of any changes in liability insurance contract if and to the extent the contractual relationship between *BEB* and storage customer is affected thereby.
2. Liability insurance shall normally be deemed appropriate within the meaning of paragraph 1, sentence 1 of this Section 24, if it sufficiently covers the risk borne by storage customer for the entire term of the *storage contract* within the general insurance conditions for liability insurance (“Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung”) generally accepted by the insurance companies which have been approved for insurance business by the insurance supervisory authority (“Bundesanstalt für Finanzdienstleistungsaufsicht”).

## **Section 25 Loyalty**

1. If during the term of the *storage contract* unforeseen circumstances arise which have a major bearing on the economic, technical or legal effects of the *storage contract*, but which are not provided for under the *storage contract* and the applicable *GT&Cs* or which had not been thought of at the time of the conclusion of the *storage contract*, and should any contractual provisions become unreasonable for either *party* as a result, the affected *party* may request a corresponding adjustment of the contractual provisions to reflect the altered circumstances taking into account all economic, technical or legal effects to the other *party*.
2. The *party* referring to such circumstances shall set forth and prove the necessary facts of the matter.
3. The claim for adjustment of contractual provisions shall come into being at the time at which the requesting *party* for the first time requests the other *party* to provide the new contractual provisions with reference to the altered circumstances, unless an earlier assertion of such claim could not be reasonably expected of the requesting *party*.

## **Section 26 Confidentiality**

1. The *parties* shall keep the content of the *storage contract* and all information obtained thereunder by one *party* from the other *party* (hereinafter referred to as “*confidential information*”) in confidence and shall not sell, trade, publish or otherwise disclose *confidential information* to any third party in any manner whatsoever, including by means of photocopy or reproduction, without the prior written consent of the other *party*, except as provided in paragraph 2 of this Section 26. Each *party* shall use the same level of diligence to protect the secrecy of the *confidential information* as it does to protect its own confidential or proprietary information.

2. Either *party* shall have the right to disclose *confidential information* obtained from the other *party* without the other *party*'s written consent:
  - a) to an *affiliated company*, which shall be bound by the provisions of this Section 26 in the same manner as the disclosing *party*, or
  - b) to agents, advisors, consultants, banks and insurance companies if and to the extent, that such disclosure is required for the proper performance of its obligations under the *storage contract* and prior to making any such disclosures the disclosing *party* shall obtain an undertaking of confidentiality, no less stringent than contained in this Section 26, from each such person or company, or
  - c) to the extent such *confidential information*:
    - is already known to the obtaining *party* as of the date of obtaining it hereunder; or
    - is already in possession of the public or becomes available to the public other than through the act or omission of the obtaining *party*; or
    - is required to be disclosed under applicable law or by a governmental order including order given by institutes of the European Union, decree, regulation, rules or guidelines, provided that the disclosing *party* gives immediately after disclosure written notice to the other *party* which information in particular was provided; or
    - is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the obtaining *party*.
3. The confidentiality obligation shall end three (3) years after the end of the respective *storage contract*.

## **Section 27**

### **Assignment of Storage Contract / Succession**

1. Either *party* shall be entitled to assign with the prior written consent of the other *party* its rights and obligations under each *storage contract* wholly or in part to a third party. Consent shall not be unreasonably withheld nor delayed.
2. Any assignment to *affiliated companies* is not subject to consent. *Affiliated companies* within the meaning of the *GT&Cs* are defined as companies with a direct or indirect link to the transferring company of at least 50% of the capital shares or votes. However, storage customer may only assign to *affiliated companies* being a *qualified storage customer*.
3. In deviation from paragraph 1 and 2 of this Section 27, storage customer shall be entitled to assign without the consent of *BEB* its rights and obligations under each *storage contract* wholly or in part to a *qualified storage customer* provided that storage customer has given notice pursuant to paragraph 4 of this Section 27.

For the avoidance of doubt the partial assignment pursuant to paragraphs 1 to 3 of this Section 27 does not allow the assignment of unbundled *working gas volumes* and/or *withdrawal rate* and/or *injection rate* originally contracted in the form of *bundled services*.

4. The *parties* shall notify each other immediately of an assignment. No assignment shall be effective unless the expiration of ten (10) *gas business days* following the *gas business day* upon which the assignor has furnished to the other *party* a written instrument evidencing such assignment and its contractual terms (e.g. assigned rights and obligations, communication partner) together with evidence that all requirements set forth in this Section 27 have been fulfilled.
5. As of the effective date of the assignment, the assignee shall be responsible to the other *party* for all rights, obligations and liabilities under the terms of the respective *storage*

*contract* and the other *party* shall accordingly be responsible to the assignee for all rights, obligations and liabilities under the terms of the respective *storage contract*.

6. As of the effective date of an amendment to the *GT&Cs* pursuant to Section 28, any assignment by storage customer shall not become effective unless and until storage customer has either exercised its right to adopt the amendment in accordance with Section 28 paragraph 2, sentence 1 and 2, or has waived its right to adopt the amendment by written notice to *BEB*.

### **Section 28** **Amendments to GT&C's and to Storage Contract**

1. *BEB* shall have the right to amend the *GT&Cs* (including tariffs and other considerations) at any point in time. Amendments to the *GT&Cs* shall only apply to all *storage contracts* made as of the effective date of the amended *GT&Cs*.
2. Storage customer shall have the right but not the obligation within thirty (30) *gas business days* after the effective date of the amended *GT&Cs* to adopt in total the amended *GT&Cs* for all its existing *storage contracts* by delivering a written request to *BEB*. In this request storage customer shall notify the date upon which the amended *GT&Cs* shall become effective to all its *storage contracts* ("*election date*"). The *election date* shall be the first (1<sup>st</sup>) day of a month but not later than three (3) months after the effective date of the amended *GT&Cs*. However, *election date* shall not be earlier than the effective date of the amended *GT&Cs*. As of the *election date* the amended *GT&Cs* as published by *BEB* at the effective date of the amended *GT&Cs* shall be applicable to all storage customer's existing *storage contracts*.
3. Paragraph 1, sentence 2 and paragraph 2 of this Section 28 shall not apply in cases involving changes to the *GT&Cs* which are of an operational nature and which require uniformity for both existing and future *contracts* (e.g. pressure or quality specifications, changes to the *operating manual storage* and/or *GCV<sub>ref</sub>*).
4. Notwithstanding the provisions of paragraph 1, sentence 2 and paragraph 2 of this Section 28, *BEB* is entitled to correct obvious typing and/or calculation errors of the *GT&Cs*.
5. Notwithstanding the provisions of paragraph 1, sentence 2 and paragraph 2 of this Section 28, *BEB* is entitled to amend *GT&Cs* which shall apply to all existing *storage contracts* of storage customer, if the amendment is required to meet applicable national or international law and directives, general approved rules and techniques and/or national or international government authority requirements. In such case, *BEB* shall inform storage customer at least thirty (30) *gas business days* prior to the effective date of the amendment. Storage customer shall not be entitled to claim for any compensation resulting from such amendment. However, storage customer has the right to terminate its *storage contracts* to the end of the month following the effective date of the amendment with fifteen (15) *gas business days* prior notice provided storage customer is substantially commercially affected by such amendment.

## **Section 29 Arbitration and Applicable Law**

1. Any disputes resulting from the *storage contract* shall be exclusively and finally resolved by a court of arbitration.
2. The court of arbitration shall be made up of three arbitrators, one of whom shall act as the chairman of the court of arbitration. The chairman shall be fully educated and trained to be a judge. The court of arbitration shall be formed by the *party* instituting arbitration proceedings describing the matter in dispute, appointing an arbitrator and calling upon the other *party* to appoint a second arbitrator and the two named arbitrators then selecting the chairman. If either *party* fails to appoint an arbitrator within a period of four (4) weeks, the *party* instituting arbitration proceedings may ask the President of the court of jurisdiction to propose a second arbitrator. The proposal shall be binding for the parties. If the arbitrators have not selected the chairman within four (4) weeks, either *party* may ask the President of the court of jurisdiction to propose a chairman. The proposal shall be binding for the parties.
3. Arbitration proceedings shall take place in Hanover. The court of jurisdiction pursuant to Section 1062 of the German Code of Civil Procedure shall be the Oberlandesgericht (Higher Regional Court) in Celle. In all other respects the statutory provisions on arbitration proceedings of Sections 1025 to 1065 of the German Code of Civil Procedure shall apply.
4. Only German law shall apply to the *storage contract* and the *GT&Cs* and its interpretation.

## **Section 30 Waiver**

1. No waiver by or on behalf of a *party* for any breach of a provision of the *storage contract* or failure of performance of any obligation arising under the *storage contract* shall be effective unless expressed in writing, duly executed and delivered by the *party* giving such waiver in accordance with the notice provisions of the *storage contract*.
2. No waiver by either *party* shall operate or be construed as a waiver in respect of any failure or default not expressly identified by such written waiver, whether of a similar or a different character, and whether occurring before or after that waiver.
3. No failure to exercise or delay in exercising any right or remedy arising from the *storage contract* shall operate or be construed as a waiver of such right or remedy.

## **Section 31 Notices**

1. All notices, consents, requests and notifications authorised or required to be given by either *party* to the other *party* under the *GT&Cs* shall comply with the requirements of applicable law and, where applicable, agreed industry standards.
2. Any and all modifications to, supplements to or the termination of *storage contract* shall not be effective unless made in writing. The same shall apply to the waiver of the written form.

3. Each *party* shall deliver all notices, consents, requests and notifications to other *party* to the address as stated by the receiving *party* or set out otherwise in the *GT&Cs*.

### **Attachments**

The following Attachements shall form part of these *GT&Cs*:

- Attachment 1: Definitions
- Attachment 2: Bundled Services, Unbundled Services and Minimum Injection and Withdrawal Rates
- Attachment 3: Injection and Withdrawal Curves of storages
- Attachment 4: Change-over and Startup Periods of storages
- Attachment 5: Storage Delivery Points and Storage Offtake Points
- Attachment 6: Tariffs
- Attachment 7: Credit Control Procedure
- Attachment 8: Interruptibility Procedures and Curtailment Procedures

## **Attachment 1: Definitions**

### **Adjacent network operator**

Operator of the gas transmission pipeline(s) connected to the *storage*.

### **Affiliated company**

has the meaning ascribed to it in Section 27, paragraph 2 of the *GT&Cs*.

### **Allocation**

Assignment of *natural gas* quantities to individual *storage contracts*, with common recording of measured values in a metering station.

### **BEB's facilities**

has the meaning ascribed to it in Section 21, paragraph 10 of the *GT&Cs*.

### **Bundled services**

*Storages* are technically designed for specific applications. The *working gas volume* is therefore in a certain ratio to the *withdrawal rate* and *injection rate*. In order to obtain optimum benefit from the *storage* the *bundled services* reflect this ratio as described in Section 4 paragraph 1.

### **CET / CEST**

Abbreviation for Central European (Summer) Time. The application of *CET* and *CEST* is determined by the official German local time.

### **Confidential information**

has the meaning ascribed to it in Section 26, paragraph 1 of the *GT&Cs*.

### **Contestation of retrieval**

has the meaning ascribed to it in Section 15, paragraph 4 of the *GT&Cs*.

### **Contracting procedure**

Procedure for request and conclusion of *storage contract* of *BEB Speicher GmbH & Co. KG*, Hanover, as Section 8.

### **Cross-border price**

has the meaning ascribed to it in Attachment 6, paragraph 6.8.

### **Daily nomination**

has the meaning ascribed to in the *operating manual storage* Section III, paragraph 1.

### **Designated storage operating mode**

is a non-binding planned operation mode for each *storage* which can either be the injection operating mode, the withdrawal operating mode or the non-operating mode. The *designated storage operating mode* for each *storage* is published by *BEB* on its websites in accordance with the *weekly nominations* of storage customers pursuant to *the operating manual storage* Section III, paragraph 2.

### **DVGW**

Deutsche Vereinigung des Gas- und Wasserfaches e.V. is a German association for *natural gas* and water industry; it publishes certain standards, rules and norms, which are accepted standards in *natural gas* and water industry.

### **Effective date**

Date of conclusion of a *storage contract*.

### **Election date**

Has the meaning ascribed to in Section 28, paragraph 2 of the *GT&Cs*.

### **End date**

Date of expiry of a *storage contract*.

### **Energy content**

*Energy content* is defined as the product of gross calorific value and volume in *normal condition*. *Energy content* equivalence means that the *energy content* of the *natural gas* delivered to and redelivered from *storage delivery point* and *storage offtake point* is the same.

### **Firm bundled services**

*Bundled services* that are / may be contracted by storage customer on a firm basis in accordance with Section 4 of the *GT&Cs*.

### **Firm unbundled services**

*Unbundled services* that are / may be contracted by storage customer on a firm basis in accordance with Section 4 of the *GT&Cs*.

### **Fixed maintenance plan**

has the meaning ascribed to it in Section 17, paragraph 2 of the *GT&Cs*.

### **Force Majeure**

has the meaning ascribed to it in Section 21, paragraph 3 of the *GT&Cs*.

### **Gas business day**

A *gas business day* is defined as a week day from Monday to Friday, which is not an official bank holiday in the state of Lower Saxony / Germany. December 24 and 31 are likewise not deemed to be *gas business days*. *BEB's* normal working hours are within the times of 07:30 and 16:30 of a *gas business day*.

### **Gas day**

The period between 06:00 (*CET / CEST*) on one (1) calendar day and 06:00 (*CET / CEST*) on the following calendar day. The date of any *gas day* shall be the date of its beginning as herein defined.

### **Gas transmission system**

Pipeline system owned and/or operated by Gasunie Deutschland Transport Services GmbH including those parts of the pipeline system of joint venture companies (e.g. NETRA / / DEUDAN) where Gasunie Deutschland Transport Services GmbH has contractually secured capacity and which exclusively transports *natural gas*.

### **General Terms and Conditions or GT&Cs**

This document including the attachments thereto and the *operating manual storage* and any amendments thereof that comprises the conditions under which *BEB* performs *natural gas storage services* and *services* related thereto.

### **Gross calorific value or GCV**

The gross calorific value of a gas is in accordance with DIN 51857 given by the negative value of the reaction enthalpy which takes place during gas combustion under constant pressure  $p = 1013.25$  hPa. A requirement for this is that the temperature of the reaction products after combustion is the same as the temperature of the components taking part in the reaction before combustion. The reference temperature is internationally fixed at 25°C.

The *gross calorific value* represents the heat released under the aforementioned conditions during complete combustion of a dry gas in air in gaseous form, if the combustion products are only carbon dioxide CO<sub>2</sub> (gas), water H<sub>2</sub>O (liquid), nitrogen N<sub>2</sub> (gas) and sulphur dioxide SO<sub>2</sub> (gas).

For the purpose of gas storage, measurement units relating to volume are used for the gross calorific value (in kWh/m<sup>3</sup> or MJ/m<sup>3</sup>).

### **Handling period**

Period of time needed for the implementation of contracted *storage capacity* and *services* related thereto as specified in Section 8, paragraph 5 of the *GT&Cs*.

### **Historical GCV**

Average daily values of gross calorific value of *natural gas* at a *storage delivery point* or a *storage offtake point* registered by *BEB* for the preceding *storage gas year*.

### **Hourly capacity overrun**

has the meaning ascribed to it in Section 11, paragraph 3 of the *GT&Cs*.

### **Identity of natural gas**

There is a *identity of natural gas* if the injected and withdrawn *natural gas* quantities are identical. If the *identity of natural gas* is not maintained the *natural gas* quantities redelivered at the *storage offtake point* are not identical to those delivered at the *storage delivery point*. Instead, other quantities with equivalent *energy content* are made available.

### **Injection curve**

The *injection curve* represents the *injection rate* of a *storage* as a function of the degree of *storage* inventory. The greater the degree of *storage* inventory the greater the internal pressure against which the *natural gas* must be injected, so that from a specific point onwards the *injection rate* decreases.

### **Injection period**

With regard to the pore *storages* Dötlingen and Uelsen the *injection period* starts after the spring shutdown phase and ends after the autumn shutdown phase for each *storage*. The *injection period* generally commences on 1 April and ends on 1 October of any one year.

### **Injection rate**

Volume of the *natural gas* flow in  $\text{m}^3(\text{Vn})/\text{h}$  with which the *natural gas* is injected into the *storage* in accordance with the respective *injection curve*. *Injection rate* is stated in  $\text{m}^3(\text{Vn})/\text{h}$  unless otherwise specifically noted.

### **Interruptible bundled services**

*Bundled services* that are / may be contracted by storage customer on an interruptible basis in accordance with Section 4 of the *GT&Cs*. Utilisation of *interruptible bundled services* may be interrupted by *BEB* in accordance with Attachment 8.

### **Interruptible unbundled services**

*Unbundled services* that are / may be contracted by storage customer on an interruptible basis in accordance with Section 4 of the *GT&Cs*. Utilisation of *interruptible unbundled services* may be interrupted by *BEB* in accordance with Attachment 8.

### **Maximum working gas level**

has the meaning ascribed to it in Section 6, paragraph 5 of the *GT&Cs*.

### **Minimum working gas level**

has the meaning ascribed to it in Section 6, paragraph 5 of the *GT&Cs*.

### **Natural gas**

Mixture of hydrocarbon compounds (mainly methane) and other gaseous compounds (such as nitrogen and carbon dioxide). *Natural gas* is found in natural underground reservoirs. It is an environmentally friendly energy source due to its high purity. As *natural gases* in the different reservoirs have different compositions, they have different combustion characteristics.

### **Natural gas specification**

has the meaning ascribed to it in Section 14 of the *GT&Cs*.

### **Natural gas storage service**

has the meaning ascribed to it in Section 5 of the *GT&Cs*.

### **Nomination**

Prior information given by storage customer about the *natural gas* quantities to be injected or withdrawn within specific periods in accordance with Section 10 of the *GT&Cs* and the *operating manual storage*.

### **Non-binding maintenance forecast**

has the meaning ascribed to it in Section 17, paragraph 2 of the *GT&Cs*.

### **Normal condition**

Normal condition is the reference condition used to compare *natural gases* in different operating conditions. It is indicated by the suffix "n" and is determined by the *natural gas* pressure in *normal condition*  $p_n = 1013.25 \text{ hPa} = 1.01325 \text{ bar}$  as well as the *natural gas* temperature in *normal condition*  $T_n = 273.15 \text{ K} = 0 \text{ }^\circ\text{C}$ .

### **Normal cubic metre or $\text{m}^3 (\text{Vn})$**

Volume of a specific quantity of *natural gas* in *normal condition*.

### **Notification of retrieval**

has the meaning ascribed to it in Section 15, paragraph 2 of the *GT&Cs*.

### **Operating manual storage**

as published on *BEB's* website and amended from time to time.

**Operational flow order**

has the meaning ascribed to it in the *operating manual storage*, Section VV, paragraphs 6 and 9.

**Partly firm bundled services**

has the meaning ascribed to it in Section 4, paragraph 4 of the *GT&Cs*.

**Party**

Either individually storage customer or *BEB* and/or collectively storage customers and *BEB*.

**Qualified storage customer**

has the meaning ascribed to it in Section 3, paragraph 2 of the *GT&Cs*.

**Reasonable and prudent operator**

*Party* fulfilling its obligations under a *storage contract* with that degree of diligence, skill, prudence and foresight as reasonably and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions and in accordance with good operating practice.

**Reference gross calorific value or GCVref**

Characteristic gross calorific value at a *storage delivery point* and/or *storage offtake point*, based on historical data.

**Renomination**

Subsequent alteration of the nominated *natural gas* quantities.

**Rolling maintenance plan**

has the meaning ascribed to in Section 17, paragraph 2 of the *GT&Cs*.

**Services**

*Services* provided by *BEB* to storage customer as governed by the *GT&Cs* including the attachments and any amendments thereto.

**Shipper code**

Unique code assigned to a *storage contract* by *BEB* used for the identification of *nominations* or *renominations*.

**Shipper code pair**

Pair of *shipper codes* used for the identification of *nominations* and/or *renominations* of *natural gas* quantities to be taken by *BEB* from *upstream network system* and/or to be redelivered by *BEB* to *downstream network system*.

**Start date**

Date of commencing *storage services* under a *storage contract*.

**Storage**

*BEB's facilities* for the storage of *natural gas* at the locations Doetlingen, Harsefeld and/or Uelsen.

**Storage balance**

Shall have the meaning as described in Section 7, paragraph 1. The *storage balance* must always be between zero and the reserved *working gas volume*. If the *storage balance* exceeds the limitations mentioned before, charges pursuant to Section 18 paragraph 10 apply.

**Storage capacity**

A measure of the capability of a *storage facility* to inject, withdraw or store certain quantity of *natural gas*. The measured quantities are stated in m<sup>3</sup> (Vn) or m<sup>3</sup>(Vn)/h unless otherwise specifically noted.

**Storage contract**

Regulates the relationship between the storage customer and *BEB* with respect to the provisions of *services* with legally binding effect.

**Storage customer's facilities**

has the meaning ascribed to it in Section 21, paragraph 11 of the *GT&Cs*.

**Storage delivery point**

The location at which the *natural gas* is transferred from the transport system to the *storage* as defined in Attachment 5.

### **Storage gas year**

The period between 1 April, 6 a.m. (CET / CEST) of one year and 1 April, 6 a.m. (CET / CEST) of the following year.

### **Storage offtake point**

The location at which the *natural gas* is transferred from the *storage* to the transport system as defined in Attachment 5.

### **Storage operating mode**

is the current operation mode for each *storage* which can either be the injection operating mode, the withdrawal operating mode or the non-operating mode.

### **Storage process**

Injection of *natural gas*, storing of *natural gas* and/or withdrawal of *natural gas* under a *storage contract*.

### **Storage system**

The *storage system* covers all *storages* including surface and subsurface facilities and reservoirs.

### **Storage tariff**

*Storage tariff* shall have the meaning as defined in Section 18 and in Attachment 6.

### **Technical manual storage**

as published on *BEB*'s website and amended from time to time.

### **Unbundled services**

has the meaning ascribed to it in Section 4, paragraph 2 and 3 of the *GT&Cs*.

### **Unlimited renomination right**

has the meaning ascribed to it in Section III, paragraph 3 of the *Operating manual storage*.

### **Week**

A *week* is defined from Monday at 06:00 a.m. to next Monday at 06:00 a.m.

### **Weekly nomination**

has the meaning ascribed to the *operating manual storage* Section III, paragraph 2.

### **Withdrawal curve**

The *withdrawal curve* represents the performance of a *storage* in the form of a function "hourly withdrawal rate vs. percentage of withdrawn working gas volume". With a full *storage* this function generally has a constant path up to a break point from which the *withdrawal rate* continuously decreases with the withdrawn working gas.

### **Withdrawal period**

With regard to the pore *storages* Dötlingen and Uelsen the *withdrawal period* starts after the autumn shutdown phase and ends after the spring shutdown phase for each *storage*. The *withdrawal period* generally commences on October 1 of any one year and ends on April 1 of the following year.

### **Withdrawal rate**

Volume of the natural gas flow at the *storage offtake point* when the *natural gas* is withdrawn from the *storage* in accordance with the respective *withdrawal curve*. *Withdrawal rate* is stated in  $\text{m}^3(\text{Vn})/\text{h}$  unless otherwise specifically noted.

### **Wobbe number**

The *Wobbe number* is a specific value for the interchangeability of *natural gases* with regard to thermal load on natural gas appliances. It usually relates to *normal condition*. Combustible *natural gases* of various compositions display an almost identical thermal load with the same *Wobbe number* and the same pressure (flowing pressure) at the burner.

### **Working gas volume**

Storage volume into which a storage customer can inject *natural gas* or from which he can withdraw *natural gas*. *Working gas volume* is stated in  $\text{m}^3 (\text{Vn})$  unless otherwise specifically noted.

## **Attachment 2: Bundled Services, Unbundled Services and Minimum Injection and Withdrawal Rates**

### **2.1 Bundled Services**

*Bundled services* consisting of *working gas volume*, *withdrawal rate* and *injection rate* can be contracted on a firm basis and/or interruptible basis in a fixed ratio for each specific *storage* as published in the *technical manual storage* on BEB's website.

*BEB* will publish the available number of *bundled services* on its website.

### **2.2 Limitations for Interruptible Bundled Services**

Each *qualified storage customer* may contract available *interruptible bundled services*. *BEB* will offer *interruptible bundled services* up to the limit of 10% of the technical capacity per *storage*.

### **2.3 Firm Unbundled Services**

Each *qualified storage customer* may contract available *working gas volume*, *withdrawal rate* and/or *injection rate* as *unbundled services* on a firm basis up to the following limits:

*Working gas volume:* 25% of the *working gas volume* contracted by the storage customer under *firm bundled services* in the respective *storage*

*Withdrawal rate:* 25% of the *withdrawal rate* contracted by the storage customer under *firm bundled services* in the respective *storage*

*Injection rate:* 25% of the *injection rate* contracted by the storage customer under *firm bundled services* in the respective *storage*

For the avoidance of doubt, the individual availability of contracted *firm unbundled services* is depending on the *withdrawal curve* and/or *injection curve* of storage customer's *bundled services*.

*BEB* will publish for each of its *storages* the amount of available *working gas volume*, *withdrawal rate* and *injection rate* on its website.

## 2.4 Interruptible Unbundled Services

Each *qualified storage customer* may contract available *working gas volume*, *withdrawal rate* and/or *injection rate* as *unbundled services* on an interruptible basis. *BEB* will offer *interruptible unbundled services* up to the following limits:

<i>Injection rate:</i>	10% of the technical <i>injection rate</i> in the respective <i>storage</i>
<i>Withdrawal rate:</i>	10% of the technical <i>withdrawal rate</i> in the respective <i>storage</i>
<i>Working gas volume:</i>	10% of the technical <i>working gas volume</i> in the respective <i>storage</i>

## 2.5 Minimum Injection and Withdrawal Rates

The storages of *BEB* are designed for big volumes and capacities. Due to technical restrictions minimum *injection* and *withdrawal rates* are required for the *storage* facilities. The applicable minimum *injection rates* and minimum *withdrawal rates* are defined in the individual *storage contract*.

The currently applicable minimum figures are published in the *technical manual storage* on *BEB's* website.

### **Attachment 3: Injection and Withdrawal Curves**

The *injection curve* and *withdrawal curve* which are applicable to storage customer's contract pursuant to Section 6, paragraph 2 are defined in the individual *storage contract*.

The maximum *firm withdrawal rate* and/or maximum *firm injection rate* which storage customer is entitled to nominate and/or renominate for each hour of the *gas day* is calculated in accordance with storage customer's respective *withdrawal curve* and/or *injection curve* of the *gas day* two *gas days* ago.

The currently applicable *injection curves* and *withdrawal curves* for the storages Dötlingen, Uelsen and Harsefeld are published in the *technical manual storage* on BEB's website.

**Attachment 4:**  
**Change-over and Startup Periods of Storages**

The change-over and startup periods which are applicable to storage customer's contract pursuant to Section 6, paragraph 4 are defined in the individual *storage contract*.

The currently applicable change-over and startup periods for each *storage* are published in the *technical manual storage* on *BEB's* website.

## **Attachment 5**

### **Storage Delivery Points and Storage Offtake Points**

#### **5.1 Dötlingen storage**

The *storage delivery point* and *storage offtake point* is the storage-side blank flange on valve 138 S1.

#### **5.2 Uelsen storage**

The *storage delivery point* and *storage offtake point* is the storage-side DN 600 holed disk flange (viewed from the *storage*) upstream of valve 142 S1.

#### **5.3 Harsefeld storage**

The *storage delivery point* and *storage offtake point* is located in the *natural gas* sampling shaft between valves 124 S1 and 7-1H3.

## **Attachment 6: Tariffs**

### **6.1 Storage tariff for firm bundled services**

The tariff for the *bundled services* reserved on a firm basis in accordance with Section 4, paragraph 1 of these *GT&Cs* is

for the Dötlingen pore *storage*: 68.-- € per year

for the Uelsen pore *storage*: 68.-- € per year

for the Harsefeld cavern *storage*: 191.-- € per year

The tariff for *partly firm bundled services* in accordance with Section 4, paragraph 4 is 90% of the tariff for the respective *firm bundled services*.

### **6.2 Storage tariff for firm unbundled services**

6.2.1 The tariff for firm unbundled *injection rate* pursuant to Section 4 paragraph 2 is 75% of the tariff for respective *bundled services* with equivalent *injection rate*.

6.2.2 The tariff for firm unbundled *withdrawal rate* pursuant to Section 4 paragraph 2 is 75% of the tariff for respective *bundled services* with equivalent *withdrawal rate*.

6.2.3 The tariff for firm unbundled *working gas volume* pursuant to Section 4 paragraph 2 is 50% of the tariff for respective *bundled services* with equivalent *working gas volume*.

### **6.3 Storage tariffs for firm bundled services and firm unbundled services for less than one (1) year**

6.3.1 The tariff for *firm bundled services* contracted for one (1) month is calculated by the respective tariff pursuant to paragraph 6.1 of this Attachment 6 multiplied with the applicable monthly weighting factor.

The tariff for *firm unbundled services* contracted for one (1) month is calculated by the respective tariff pursuant to paragraph 6.2 of this Attachment 6 multiplied with the applicable monthly weighting factor.

The tariff for terms more than one (1) month but less than one (1) year is calculated as the sum of tariffs for the individual months. However, the tariff cap pursuant to paragraph 6.5 of this Attachment 6 shall apply.

The weighting factor for each month is as follows

<b>Month</b>	<b>Pore storage</b>	<b>Cavern storage</b>
January	0.20	0.25
February	0.20	0.25
March	0.20	0.25
April	0.15	0.15
May	0.15	0.10
June	0.15	0.10
July	0.20	0.10
August	0.20	0.10
September	0.20	0.10
October	0.15	0.20
November	0.15	0.20
December	0.15	0.20

6.3.2 The tariff for *firm bundled services* contracted for one *gas day* is calculated as 15% of the tariff for *bundled services* in the respective month pursuant to paragraph 6.3.1 of this Attachment 6.

The tariff for *firm unbundled services* contracted for one *gas day* is calculated as 15% of the tariff for *unbundled services* in the respective month pursuant to paragraph 6.3.1 of this Attachment 6.

The tariff for terms more than one (1) *gas day* but less than one (1) month is calculated as the sum of tariffs for the individual *gas days*. However, the tariff cap pursuant to paragraph 6.5 of this Attachment 6 shall apply.

#### **6.4 Storage tariffs for interruptible bundled services and interruptible unbundled services**

The tariff for *interruptible bundled services* and *interruptible unbundled services* pursuant to Section 4 paragraph 3 is:

- 90% of the respective tariff for respective *firm bundled services* and/or *firm unbundled services* pursuant to paragraphs 6.1 to 6.3 of this Attachment 6 in case of contracted capacity less than 100% of the maximum technical capacity or
- 75% of the respective tariff for respective *firm bundled services* and/or *firm unbundled services* pursuant to paragraphs 6.1 to 6.3 of this Attachment 6 in case of a contracted capacity rate higher or equal than 100% of the maximum technical capacity.

However, in case of interruption reimbursement pursuant to Section 18, paragraph 5 shall apply.

## 6.5 Tariff caps

All tariffs for *firm bundled services* and/or *interruptible bundled services* and *firm unbundled services* and/or *interruptible unbundled services* with contract term less than twelve (12) months shall not exceed the applicable annual *storage tariff* for *firm* and/or *interruptible bundled services* and/or *firm* and/or *interruptible unbundled services*.

All tariffs for *firm* and/or *interruptible bundled services* and *firm* and/or *interruptible unbundled services* with contract term less than one (1) month shall not exceed the applicable monthly *storage tariff* for *firm* and/or *interruptible bundled services* and/or *firm* and/or *interruptible unbundled services*.

## 6.6 Storage Tariff for contracts deviant start 1<sup>st</sup> April

The tariff for *firm* and/or *interruptible bundled services* and for *firm* and/or *interruptible unbundled services* contracted for one (1) year or multiples thereof which do not start on 1<sup>st</sup> April is calculated by the respective *storage tariff* pursuant to paragraph 6.1, 6.2 and 6.4 of this Attachment 6 multiplied with the weighting factor 1.25.

## 6.7 Minimum storage consideration

The minimum storage consideration per *storage contract* is 20,000 €.

## 6.8 Operational tariff

The operational tariff for energy consumption is calculated from the amount of *natural gas* delivered to the respective *storage*:

Dötlingen *storage*:  $3,5\% \times \text{GÜP}^1$  per kWh of *natural gas* injected and exceeding 125% of the contracted *working gas volume per storage gas year*

Uelsen *storage*:  $E_{op,0} = 0.075 \text{ €Ct}$  per kWh of *natural gas* injected and exceeding 125% of the contracted *working gas volume per storage gas year* in accordance with 6.10.2

Harsefeld *storage*:  $E_{op,0} = 0.061 \text{ €Ct}$  per kWh of *natural gas* injected and exceeding 300% of the contracted *working gas volume per storage gas year* in accordance with 6.10.2

<sup>1)</sup> GÜP means the *cross-border price* published by the Bundesamt für Wirtschaft und Ausfuhrkontrolle (BAFA).

## 6.9 Tariff for exceeding storage balance and capacities

6.9.1 The tariff for exceeding *working gas volume* pursuant to Section 18 paragraph 10 is calculated per *gas day* and amounts for each *gas day* to 10% of the corresponding *firm and/or interruptible bundled services* price per month in the respective month.

In case of a negative *storage balance* BEB has the right but not the obligation to purchase and inject *working gas volumes* needed to balance the storage customer. The storage customer shall pay BEB 125% of the purchase price plus related costs paid by BEB.

6.9.2 The tariff for exceeding *injection rate* and/or *withdrawal rate* pursuant to Section 18, paragraph 11 is calculated on a daily basis and amounts for *injection rate* to 50% and for *withdrawal rate* to 50% of the price for *firm and/or interruptible bundled services* with the equivalent *injection rate* and/or *withdrawal rate* in respective month in which the capacities are exceeded.

## 6.10 Tariff adjustment

6.10.1 The tariff for contracted *firm bundled services* and/or *interruptible bundled services* and *firm unbundled services* and/or *interruptible unbundled services* pursuant to paragraphs 6.1 to 6.4 of this Attachment 6 and pursuant to Section 18, paragraph 12 shall be adjusted on April 1 of each year, starting in the year after the *storage contract* becomes effective, in accordance with the following equation:

$$E = E_0 \left( 0.60 + 0.25 \frac{I}{I_0} + 0.15 \frac{L}{L_0} \right)$$

where:

- E = Currently applicable *storage tariff*
- E<sub>0</sub> = Basic *storage tariff* as defined in paragraph 6.1 to 6.4
- I = The index of products of producers of capital goods published for the period preceding each adjustment date, based on the annual average figure for the preceding calendar year as quoted in the monthly publications of the Statistisches Bundesamt, Wiesbaden, in Fachserie 17, Preise, Reihe 2, Prices and price indices for industrial products (producer prices) in "1. Index of producer prices of domestically sold industrial products".
- I<sub>0</sub> = Basic value for I (value for the year 2005 of 103.0)
- L = Currently applicable collectively agreed monthly consideration of an employee in salary group 4 after 5 years of service in this group in accordance with the consideration agreement, based on the respective collective agreement, for the WEG (Wirtschaftsverband Erdöl- und Erdgasgewinnung e.V.) (exploration and production companies)
- L<sub>0</sub> = Basic value for L (value for the monthly consideration of €3,247.00 applicable on April 1, 2006).

If the above-mentioned index or the collectively agreed monthly consideration is replaced, substantially altered or no longer published, other agreements

which are as similar as possible to the underlying economic principle for tariff adjustment shall be made from the relative point in time.

6.10.2 The specific operational tariff for energy consumption in the Uelsen and Harsefeld storages pursuant to paragraph 6.8 shall be adjusted on April 1<sup>st</sup> of each year in accordance with the following equation:

$$E_{op} = E_{op,0} \left( \frac{I_{el}}{I_{el,0}} \right)$$

where:

$E_{op}$	=	Currently applicable specific operational tariff
$E_{op,0}$	=	Basic specific operational tariff as defined in paragraph 6.8
$I_{el}$	=	The index for "Elektrischer Strom, bei Abgabe an Sondervertragskunden" published for the period preceding each adjustment date, based on the annual average figure for the preceding calendar year as quoted in the monthly publications of the Statistisches Bundesamt, Wiesbaden, in Fachserie 17, Preise, Reihe 2, Prices and price indices for industrial products (producer prices) in "1. Index of producer prices of domestically sold industrial products".
$I_{el,0}$	=	Basic value for $I_{el}$ (average value for the year 2003 of 114,2 (2000 = 100))

## **Attachment 7**

### **Credit Control Procedure**

1. *BEB* is entitled to demand satisfying surety for any tariffs and other considerations as well as taxes and other public duties, especially *natural gas* tax and *VAT*, in the form of an irrevocable letter of credit or otherwise financially equivalent guarantee.
2. If storage customer provides a letter of credit, such letter of credit shall involve direct liability from a large German Bank or a large international bank represented by an office in Germany waiving the defences of failure to pursue remedies („Einrede der Vorausklage“), the defences of claiming voidability („Einrede der Anfechtbarkeit“) and the defences of claiming a set-off unless the counterclaim is recognized by declaratory judgment or has not been contested („Einrede der Aufrechnung“). Letter of credit shall refer to respective *storage contract*.
3. *BEB* may waive from requesting any surety, if *BEB*'s internal assessment allows for a respective credit limit. This credit limit comprises the respective payment, *natural gas* tax and *VAT* for two (2) month to be paid by storage customer in accordance with its respective *storage contract* and is based on ratings from Standards & Poors, Moodys or Creditreform, as well as the internally calculated financial strength. *BEB* shall be entitled to request all information to find reasonable judgement about storage customer's creditworthiness.
4. If *BEB* initially waives from requesting any surety, *BEB* is entitled at any time to demand satisfying surety as defined in paragraph 1 of this Attachment 7 if justified doubts exist as to the credit standing of storage customer.
5. If storage customer fails to comply with requirements of paragraph 1 of this Attachment 7, *BEB* is entitled to suspend *natural gas storage services* and to terminate the *storage contract* in accordance with Section 23 paragraph 3 of the *GT&Cs*.

## **Attachment 8**

### **Interruptibility Procedures and Curtailment Procedures**

#### **I. Interruptibility**

1. If *storage capacity* is contracted as interruptible, *BEB* shall provide *natural gas storage service* as long as and to the extent possible. As long and to the extent provision of *natural gas storage service* is no longer possible in particular due to usage of contracted *firm bundled services and/or firm unbundled services* or curtailment, *BEB* is entitled to interrupt *natural gas storage service* totally or partially with usually twelve (12) hours prior written notice. If, as the case may be, *BEB* is not able to give such notice, *BEB* may interrupt *natural gas storage service* with at least two (2) hours prior written notice. *BEB* will resume *natural gas storage service* as soon as possible and will immediately inform storage customer thereof.
2. In case of interruptions in accordance with paragraph 1 of this Attachment 8, storage customer shall immediately renominate the *natural gas* quantities at respective *storage delivery points* or *storage offtake points* to avoid imbalances. Lead times for *renomination* as set out in the *operating manual storage* shall not apply.
3. *BEB* is entitled to determine the amount of interruptible *storage capacity* to be curtailed by using reasonable control and steering tolerances for its storage operations. The requirements of paragraph 1, sentence 2 of this Attachment 8 are deemed to be fulfilled if the *working gas volume* in the storage exceeds 80% of the technical *working gas volume*.
4. In case of interruption of *working gas volume* *BEB* will give affected *storage customer* with contracted interruptible *working gas volume* ("*interruptible storage customer*") respective notice. Following notice by *BEB* *interruptible storage customer* shall withdraw *natural gas* in such a way to enable other *storage customers* to use their contracted firm *working gas volume* without hindrances. For the avoidance of doubt, if in this meaning and following respective notice of *BEB* the *interruptible storage customer* does not withdraw *natural gas* with a sufficiently high *withdrawal rate*, *BEB* shall withdraw *natural gas* out of *interruptible storage customer's* working gas volume with the same rate as firm storage customer is injecting *natural gas*.
5. In case of more than one (1) *storage capacity* contracted on an interruptible basis, such *storage contracts* will be interrupted beginning with *storage contract* of most recent *effective date*.

#### **II. Curtailment**

In case that *BEB* has to curtail *natural gas storage services* the following order of curtailment shall apply:

- a) Curtailment of *natural gas storage service* contracted on an interruptible basis in accordance with paragraph 1 of this Attachment 8;
- b) Curtailment of firm *natural gas storage services* pro rata.