

Annex 1
to the General Conditions for Storage Access
“Operating Manual“
of bayernugs GmbH

The Operating Manual describes operational interfaces and reciprocal relationships and procedure processes between bayernugs and the Storage Customer for the processing and handling of the Storage contract.

CONTENTS

§ 1	General	1
§ 2	Time Specifications	2
§ 3	Communication	2
§ 4	Nomination obligations	2
§ 5	Nomination procedure	3
§ 6	Matching of confirmed nominations of the Storage Customer with the Network Operator nominations	4
§ 7	Injection and withdrawal period, switch-over lead times	4
§ 8	Storage curves	4
§ 9	Transfer/reacceptance pressure	5
§ 10	Measurements	5
§ 11	Allocation	5
§ 12	Gas Properties	6
§ 13	Constraint management	6

§ 1 General

- (1) The Storage Customer and bayernugs undertake to cooperate in mutual interest and to the mutual benefit of both parties and to handle process procedures in a prudent and effective manner.

The Storage Customer and bayernugs shall be available 24/7 by telephone and by e-mail.

- (2) The Storage Customer undertakes to act in such a way that no damage occurs to the Storage Facility of bayernugs.
- (3) Irrespective of its rights in accordance with the Storage contract, bayernugs shall be entitled to give the Storage Customer instructions pertaining to the use of the Storage Facility of bayernugs in the event that operative conditions occur or are to be feared which would endanger the safety and operative integrity of the Storage Facility or the H-gas Transport System. Aforesaid also applies should operative conditions occur or are to be feared which render it impossible for bayernugs in some other way to fulfil its contractual obligations or which entitle bayernugs to suspend or reduce its contractual obligations or release bayernugs from its contractual obligations.

The Storage Customer shall take all reasonable measures to comply with instructions. In the event that the Storage Customer does not take these measures or does not do so in time, bayernugs shall be entitled but not obliged to change the respective Nomination accordingly at its own discretion.

- (4) The Storage Customer shall receive a Transport shipper code from bayernugs in good time which serves as clear identification.

- (5) The Storage Customer and bayernugs shall exchange all necessary addresses, telephone numbers, fax numbers, e-mail addresses and any changes thereof without delay.
- (6) The Storage Customer and bayernugs shall establish a means of communication for the exchange of all data, documents and notifications for the processing and handling of the Storage contract as well as for providing measurement and accounting data. The edig@s-format shall be used as Nomination format by bayernugs and the Storage Customer.
- (7) Urgent information in connection with Transport can be exchanged initially by telephone and subsequently confirmed in writing.

§ 2 Time Specifications

All times are given exclusively in Central European Time (CEST/CET) including summer and winter times (i.e. German local time).

§ 3 Communication

- (1) The Storage Customer shall at all times ensure complete and uninterrupted communication channels necessary for the performing, processing and handling of the Storage contract, i.e. 24 Hours a Day, 365/366 Days a Year for the duration of the Storage contract.
- (2) bayernugs shall be entitled but not obliged to run a communication test with the Storage Customer. It is hereby tested whether the Storage Customer is able to send, receive and process all information and notifications in connection with the handling.
- (3) The communication test takes as a rule up to five (5) Working Days.
- (4) If the communication test is not passed, bayernugs shall inform the Storage Customer without delay and instruct the Storage Customer to create seamless communication channels. In the event that communication channels are not established within the period stipulated by bayernugs, or if no deadline has been set, within five (5) Working Days from receipt of the notification, bayernugs shall be entitled to set all nominations of the Storage Customer to zero from this point in time.
- (5) In the event of technical breakdown which leads to a temporary or persisting interruption of the agreed communication channels, the Storage Customer and bayernugs shall inform each other reciprocally without delay and shall together look for alternative temporary communication channels. The Storage Customer shall take all reasonable measures to restore the agreed communication channels as quickly as possible.

§ 4 Nomination obligations

- (1) The Storage Customer undertakes to nominate to bayernugs the Gas Volumes to be supplied by the Storage Customer for injection and Gas Volumes to be withdrawn by bayernugs and reaccepted by the Storage Customer in accordance with the provisions of this Operating Manual.
- (2) All nominations and renominations must be in whole numbers in kWh on an hourly basis.
- (3) The Storage Customer shall only be entitled to nominate Gas Volumes within the Storage capacities stipulated in the respective Storage contract.
- (4) The Storage Customer shall ensure that the Gas Volumes nominated to bayernugs are identical to the Transport Nominations which, if necessary, are to be submitted to the upstream or downstream Network Operator.
- (5) In the event of an interruption or disruption in the H-gas Transport System, the Storage Customer undertakes to renominate the Gas Volumes to be accepted for injection or to be supplied after withdrawal by bayernugs without delay.

- (6) In the event that the Storage Customer does not fulfil his Nomination/Renomination obligations, or does not do so in time, bayernugs shall be entitled but not obliged to change the Nomination/Renomination to "0" (zero).

The Storage Customer shall release bayernugs from any third party compensation claims resulting from Nomination changes undertaken by bayernugs in accordance with the previous sentence insofar as aforesaid changes are not caused by bayernugs. An obligation for said release shall not exist insofar as the Storage Customer is not responsible for the non-fulfilment or late fulfilment of his Nomination/Renomination.

§ 5 Nomination procedure

- (1) The Storage Customer undertakes to nominate to bayernugs the sum of hourly and daily Gas Volumes for the transfer/acceptance point per Gas Day.
- (2) The Storage Customer can choose freely between injection and withdrawal within the limits of the contractual agreements. Notwithstanding, the Nomination can also be 0 (zero).
- (3) The Storage Customer shall submit his Nomination via the bayernugs web portal or via an existing edig@s interface.
- (4) The Storage Customer shall nominate to bayernugs in the case of:
- daily nominations for the following Gas Day by 12:00 h of the previous Day;
 - daily nominations for Gas Days that are not Working Days by 12:00 h of the previous Working Day;
 - weekly nominations for the following Gas Week by 12:00 h of the last Working Day of the previous Week;
 - non-binding monthly nominations on a daily basis for the following Gas Month by 12:00 h on the last Working Day of the previous Month.
- (5) In the event that the Nomination of the Storage Customer does not refer to individual Hours, but rather only to the respective Gas Day, the hourly quantity will be calculated by dividing the daily quantity by the Hours in a Day.
- (6) Should the daily Nomination of the Storage Customer for the following Gas Day not be submitted or is submitted late or should the Nomination not be accepted by bayernugs, the Gas quantities for the corresponding Day of the weekly Nomination shall apply. Should there be no corresponding weekly Nomination, bayernugs shall set the Nomination for the Gas Day to 0 (zero).
- (7) For the change-over between winter and summer time (CET to CEST and CEST to CET) nominations are to be made for 23 or 25 Hour values respectively.
- (8) The Storage Customer shall be entitled to renominate a nominated Gas quantity. Renominations are to be submitted with a lead time of two (2) Hours to the full Hour.

The last deadline for a Renomination therefore is 04:00 h a.m.

- (9) bayernugs shall confirm to the Storage Customer:
- daily nominations for the following Gas Day by 18:00 h of the previous Day
 - weekly nominations for the following Gas Week by 18:00 h of the last Working Day of the previous Week
 - renominations within two Hours of receipt of the Renomination.

The confirmation incorporates punctual, due receipt of the Nomination/Renomination and adherence to the contractual limitations.

A Nomination/Renomination which breaches the contractually agreed limitations shall be automatically reduced to the highest possible contractually agreed permissible Storage utilisation. The Storage Customer shall receive automatically generated notification about the reduction by the booking system.

In the event that there is no notification by the aforementioned deadlines by bayernugs, nominations or renominations are to be deemed as not submitted.

- (10) bayernugs shall be entitled to reject a Nomination or Renomination deadlines are breached, there are errors in form or content as well as operational limitations. This is especially the case if the nominated values do not comply with the contract or if the Storage Facility and/or the H-gas Transport System is not or only partially available.

§ 6 Matching of confirmed nominations of the Storage Customer with the Network Operator nominations

- (1) bayernugs shall be entitled but not obliged to match the Storage Customer's nominations/renominations confirmed by bayernugs with those of the Transport Nominations of the Network Operator.
- (2) If there is a mismatch between the confirmed nominations/renominations and the Network Operator's nominations, the lower hourly Nomination/Renomination values shall in general apply as the Gas quantity to be accepted or supplied by bayernugs at the transfer/delivery station (lesser-of rule).
- (3) The Storage Account shall be corrected by the result of the matching process.

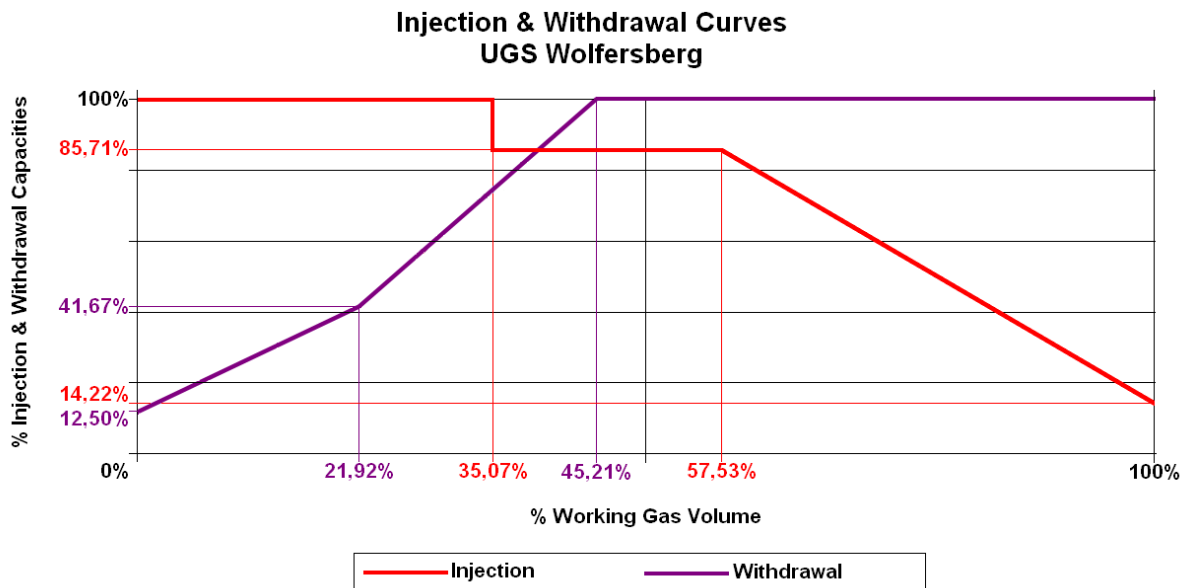
§ 7 Injection and withdrawal period, switch-over lead times

- (1) The Storage Facility can be operated in a flexible way, without any seasonal constraints.
- (2) The following lead times are to be observed for the switch-over between injection and withdrawal operations:

From injection to withdrawal	2 Hours prior to the demand to the load distribution office of bayernugs
From withdrawal to injection	2 Hours prior to the demand to the load distribution office of bayernugs

§ 8 Storage curves

- (1) The usage of the Injection and Withdrawal Capacities is limited by the Injection and Withdrawal Curves.
- (2) In case a percentage of the stored Working Gas Volume as per section (3) is reached, bayernugs is entitled to lower the injection or withdrawal rate to the percentage specified according to section (3).
- (3) The following graph shows the Injection and Withdrawal curves of the Storage Facility:



§ 9 Transfer/reacceptance pressure

The respective, required pressure at the transfer and reacceptance points is stipulated in the individual provisions of the respective Storage contract.

§ 10 Measurements

bayernugs measures or arranges for the measuring of the injected and withdrawn Gas Volumes. Measuring is based on the measuring guidelines of bayernets in their respective current version, published on <http://www.bayernets.de>.

§ 11 Allocation

- (1) Calculation and allocation of Gas Volumes injected and withdrawn for the Storage Customer shall be undertaken according to the following allocation procedure. The Gas Volumes allocated to the Storage Customer shall be recorded in the Storage Customer's Storage Account.
- (2) The following shall apply for the allocation of Gas Volumes accepted by bayernugs for injection at the transfer point or supplied by bayernugs for withdrawal at the delivery station:
 - a. Should the Gas Volumes supplied at the transfer point by the Storage Customer for injection or those reaccepted by the Storage Customer after withdrawal at the delivery station be measured separately, this measurement applies for the calculation of the respective supplied or reaccepted Gas Volumes if no other allocation procedure is agreed upon.
 - b. Should the Gas Volumes supplied at the transfer point by the Storage Customer for injection or those reaccepted by the Storage Customer after withdrawal at the delivery station be measured together with Gas Volumes of other Storage Customers, the allocation procedure "allocated as nominated" shall apply for the calculation of the respective supplied or reaccepted Gas Volumes if no other allocation procedure was agreed upon.
- (3) In the event that the Storage Customer harbours reasonable doubts about the accuracy of the allocated Gas Volumes, he shall be entitled to instruct a tester chosen together with bayernugs to examine the allocation. The resulting costs are to be assumed by the Storage Customer if and insofar as the testing proves that the Storage Customer's doubts were unfounded.

§ 12 Gas Properties

- (1) The Storage Customer shall guarantee that the quality of the Gas Volumes supplied for injection corresponds to the respective technical regulations of the DVGW, in particular the pertinent current regulations of the DVGW work sheet G 260, Gas family 2 group H.

He shall also ensure that the quality of the Gas Volumes to be injected corresponds to the Wobbe Index of the Network Operator bayernets GmbH at the exit point of the network of bayernets GmbH in Wolfersberg.

- (2) The above provision regarding Gas quality shall apply to withdrawn Gas Volumes with the exception of hydrocarbon dew point. Deviating from the DVGW work sheet G 260, Gas family group H, the dew point is not higher than -5°C at a pressure of 40 bars. It cannot be ruled out that due to technical conditions the Gas leaving Wolfersberg can contain traces of glycol of up to 1mg/m^3 .
- (3) In the event that the Gas Volumes supplied by the Storage Customer for injection do not correspond to the determined Gas Properties, bayernugs shall have the right to refuse the supplied Gas Volumes totally or partially.

The Storage Customer shall adjust his Nomination without delay.

All bayernugs' rights vs. the Storage Customer remain unaffected. This shall also apply in the event that Bayernas accepts Gas Volumes that do not comply with the determined Gas Properties.

The same shall apply if the Gas Volumes supplied by bayernugs for reacceptance by the Storage Customer do not comply with the determined Gas Properties.

- (4) bayernugs shall be entitled to test Gas Properties at any time.
- (5) Both contract parties can demand from the other that the properties of the supplied Gas be tested by an impartial body.

In the event that the contract parties cannot reach agreement with the help of an impartial testing body within one Month of receipt of the demand by the other contract party, the matter shall be handed over to the "Engeler-Bunte-Institut" of Karlsruhe University.

In the event of compliance of the Gas Properties, the costs for the testing shall be assumed by the contract party who demanded the tests. In the case of non-compliance, the contract party shall assume the costs whose Gas Properties did not comply.

§ 13 Constraint management

Should a Bottleneck arise, bayernugs shall endeavour to maintain Storage operations. In the event that only reduced Storage capacities and/or Injection/Withdrawal Capacities are available, bayernugs shall distribute these between all Storage Customers proportionately.

The required nominations/renominations for this shall be undertaken by bayernugs.