

**General
 Conditions for Storage Access (“GCSA”)
 of bayernugs GmbH**

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§ 1 General

The General Conditions for Storage Access (“GCSA”) of bayernugs GmbH (“bayernugs”) regulate the contractual provisions regarding access to the Storage Facility of bayernugs including the pertaining ancillary services.

The GCSA alone shall be decisive. The Storage Customer’s General Terms and Conditions of Business do not constitute part of this contract unless expressly stipulated in writing by bayernugs; this is also the case even if bayernugs does not explicitly contradict and/or performs or accepts services despite contrary, additional or deviant General Terms and Conditions of the Storage Customer.

§ 2 Terminology

The terminology used in the Electricity and Gas Supply Act of 7 July 2005 (*German: EnWG Energy Industry Act*) in its respective current version shall apply for Storage access, the pertaining contracts hereto and their interpretation, insofar as no other agreement contradicts this hereinafter and/or in Annex 2 or in a separate contract.

Unless otherwise agreed upon, all units shall apply in accordance with SI standards.

All terminology applies indiscriminately for singular and plural and is gender-neutral.

§ 3 Storage Facility and applicable contract provisions

- (1) bayernugs operates the underground Gas Storage Facility Wolfersberg built in a depleted natural Gas reservoir in Lithothamnium limestone (hereinafter referred to as “Storage Facility”). Unless otherwise agreed upon in this contract, this Storage contract refers solely to this Storage Facility. Storage Capacity in the Storage Facility can be utilised by the Storage Customer pursuant to the provisions set out in the Storage Contract, these GCSA and the operational specifications stated in Annex 1 (hereinafter referred to as “Operating Manual”) which are integral parts of this contract. In the event of contradictions, the order of precedence above shall prevail.
- (2) The Storage Facility is connected to the H-Gas transmission system of the grid operator bayernets GmbH (hereinafter referred to as “grid operator”) in the NetConnect Germany market area.

§ 4 Storage access and contract conclusion

Non-discriminating Storage access is granted to the Storage Customer by bayernugs based on these GCSA.

§ 5 Prequalification and Auction Procedure

Prequalification and Auction Procedure are subject to the respective applicable conditions for Prequalification and for the Auction Procedure. They are not subject matter of these GCSA.

§ 6 Performance obligations

- (1) bayernugs shall be entitled not only to accept and inject Gas Volumes of the Storage Customer unseparated from Gas Volumes of other Storage Customers but also to withdraw and supply Gas Volumes unseparated from Gas Volumes of other Storage Customers.

The identity of the Gas Volumes must not be protected.

- (2) The Storage Customer shall undertake to nominate the Gas Volumes to be injected including the necessary Fuel Gas in accordance with § 6 (3) of these GCSA and pursuant to the specifications set out in the Operating Manual. Furthermore, the Storage Customer shall undertake to submit a Nomination for the same volume to the grid operator.

- (3) The Storage Customer shall deliver at the delivery point in accordance with § 11 of the GCSA the Gas Volumes to be injected and additionally for each MWh Gas to be injected a Fuel Gas volume corresponding to 1.85 % of the Gas to be injected. No additional Storage Capacity is needed for the Fuel Gas.
- (4) bayernugs shall undertake to accept simultaneously the thermally equivalent delivered Gas Volumes duly nominated and delivered by the Storage Customer to the acceptance point in accordance with § 11 of the GCSA and to inject said volumes along with the Fuel Gas volume supplied by the Storage Customer in accordance with the previous paragraph (hereinafter referred to as "working Gas volume"). With acceptance of the Gas Volumes, bayernugs has fulfilled its obligations to accept and inject.
- (5) The Storage Customer shall undertake to nominate and accept simultaneously the thermally equivalent Gas Volumes to be withdrawn and delivered by bayernugs at the delivery point in accordance with § 11 of the GCSA. Furthermore, the Storage Customer is obliged to submit a Nomination for the same volume at the grid operator. If a special agreement has been made, bayernugs can waive the obligation to make a Nomination.

Out of his injected working Gas, the Storage Customer shall provide bayernugs with a Heating Gas volume of 0.1 % per m³ of Gas to be withdrawn.

- (6) bayernugs shall undertake to withdraw and deliver to the delivery point the Gas Volumes duly nominated by the Storage Customer insofar as the Storage Customer has previously supplied the Gas Volumes to be withdrawn plus the Fuel and Heating Gas needed for injection. On delivering the Gas Volumes to the delivery point, bayernugs has fulfilled its obligations to withdraw and deliver.
- (7) The Storage Customer is obliged to duly nominate the Gas Volumes to be accepted or delivered by bayernugs in accordance with the Nomination regulations set out in the Operating Manual (Annex 1).

Furthermore, the Storage Customer undertakes to submit a Nomination for the volume at the grid operator.

- (8) The Storage Customer undertakes to supply the duly nominated Gas Volumes at the acceptance point and to accept those same volumes at the delivery point.

An entitlement on the part of the Storage Customer to withdraw shall only exist insofar and inasmuch as the Storage Customer has previously injected at least the same Gas Volumes as those to be withdrawn. The respective current status of the Storage Account shall be decisive.

- (9) The Nominations of the Storage Customer confirmed by bayernugs shall be decisive with regard to the Gas Volumes to be supplied and injected.

§ 7 Ancillary services

bayernugs shall render the ancillary services listed below for the Storage of the Storage Customer's Gas Volumes. These ancillary services shall include receiving, checking and confirming Nominations and Renominations, metering, keeping a Storage Account, the EDP processing of the respective Storage contract on the part of bayernugs.

bayernugs shall levy no extra charge for the ancillary services unless otherwise stipulated in a separate contract.

§ 8 Obligation to inform

- (1) The contract partners shall inform each other in time about any important circumstances which may affect the execution of the individual Storage contract.

- (2) Should the contract parties not be able to accept or deliver the total nominated Gas Volumes at the acceptance/delivery point in full or in part, temporarily or for a longer period of time without there being a case of force majeure pursuant to § 25 GCSA, the parties shall inform each other in time and present the scope and anticipated duration. All other obligations pertaining to Nomination/Renomination as well as other rights and claims remain unaffected.

§ 9 Grid access and transmission

Conclusion and execution of grid access and shipping contracts pertaining to the supply of Gas Volumes to be injected into and/or to be accepted after withdrawal from the H-Gas transmission system are not subject matter of the respective Storage contract or these GCSA. This is the sole responsibility of the Storage Customer.

§ 10 Operating Manual

Annex 1 "Operating Manual" is an integral part of the GCSA. The Operating Manual contains regulations pertaining to the processing and execution of the respective Storage contract.

§ 11 Acceptance and delivery point

- (1) Acceptance point of the Gas Volumes supplied by the Storage Customer to bayernugs for injection is the weld seam of the insulating joint on the Storage Facility side between the upstream supply pipeline of the H-Gas transmission system and the pipeline belonging to the Storage Facility.
- (2) Delivery point of the Gas Volumes delivered by bayernugs to the Storage Customer is the weld seam of the insulating joint on the Storage Facility side between the outgoing line belonging to the Storage Facility and the feed line to the H-Gas transmission system.

§ 12 Storage Account

- (1) bayernugs shall keep a separate account for every individual Storage contract of the Storage Customer.
- (2) The Storage Account shall record the nominated and allocated Gas Volumes along with the balance of injected and withdrawn Gas Volumes in kWh.
- (3) The Storage Customer can view the exact status of the Storage Account for each Gas Day on the online Storage platform of bayernugs.

§ 13 Storage Account on termination of the Storage contract

- (1) On termination of the Storage contract, the Storage Customer shall ensure that the Storage Account of the Storage Customer is balanced and displays a status of zero (0) kWh.
- (2) The Storage Customer undertakes to withdraw the total Gas Volumes timely in accordance with the regulations set out in the Storage contract and the GCSA.

The Storage Customer can transfer any remaining Gas Volumes according to § 16 to another Storage Customer.

- (3) In the case of force majeure pursuant to § 25 GCSA which prevents the Storage Customer from duly fulfilling his obligation to withdraw, the Storage Customer shall be entitled to withdraw the remaining Gas left in the Storage Facility at the time of the force majeure within a reasonable time period after termination of the contract as far as this is possible for bayernugs.

The same shall apply in the case of an extraordinary notice of termination insofar as bayernugs is responsible.

- (4) Should Gas Volumes of the Storage Customer remain in the Storage Facility on termination of the Storage contract and the Storage Customer is not entitled to withdraw these volumes at a later time according to paragraph (3), bayernugs can claim such Gas.
- (5) In the case of said claim on Gas by bayernugs according to paragraph (4), bayernugs shall pay to the Storage Customer a fee amounting to 0.5 times the average EEX Settlement Price of the Day ahead spot market prices in the NCG market area on the Day the claim on the injected Gas is transferred to bayernugs. The lower spot market price serves as compensation for bayernugs for the arising costs in connection with the remaining Gas Volumes. The right to provide evidence of higher or lower expenses remains unaffected.
- (6) Further legal claims and rights for bayernugs remain unaffected.

§ 14 Unentitled Storage

- (1) The Storage Customer is entitled to utilise Storage Capacity solely in accordance with the contractual stipulations.

Any Storage utilisation above and beyond this is not permissible ("unentitled Storage utilisation").

The Storage Customer undertakes especially by way of his Nominations to prevent unentitled Storage utilisation and not to withdraw higher Gas Volumes than he has previously injected.

- (2) Nominations which lead to unentitled Storage utilisation shall be reduced automatically to the highest permissible Storage utilisation. The Storage Customer receives an automatically generated message from the booking system about the reduction.
- (3) If it is feared that unentitled Storage might endanger or cause impairment to the Storage Facility, the technical systems, the safety of the Storage Facility or its operation, the rights of third parties and/or the security of supply or such actually occurs, bayernugs shall be entitled to suspend Storage immediately insofar as this is appropriate and necessary to eliminate the danger or impairment. The Storage Customer shall be informed prior to the suspension only if and insofar as it is possible and does not prevent or delay the elimination of the danger or impairment.

§ 15 Secondary trade

- (1) The Storage Customer can transfer his Storage utilisation rights to a third party according to the following provisions after written consent has been granted by bayernugs.

Storage utilisation rights can only be transferred as lots in their entirety. It is not permissible to split a Storage lot.

The Storage Customer remains fully liable for the fulfilment of all contractual obligations. The Storage Customer is fully liable for the actions of any third party in the same way as for his own actions.

- (2) With the consent of the Storage Customer, the third party can execute his rights and fulfil his obligations with bayernugs directly. Prior to the transfer of Storage utilisation, the Storage Customer shall inform bayernugs of the full contact details of the third party in writing.
- (3) The provisions for succession of title in accordance with § 29 remain unaffected.

§ 16 Gas transfers between Storage Customers

(1) Storage Customers with Storage Accounts can at any time transfer injected Gas Volumes from the Storage Account of the one Storage Customer to the Storage Account of the other Storage Customer under the following conditions:

- the Storage Accounts are Storage Accounts of the Storage Facility,
- the Storage Customer receiving the Gas Volumes has at his disposal corresponding free working Gas within his Storage Capacity and
- the transfer is effected by bayernugs by transferring the Gas Volumes in the respective Storage Accounts and
- the transferring Storage Customer has fulfilled his payment obligations according to his Storage contract.

A transfer of volumes requires submission of a written declaration of consent from both Storage Customers involved to bayernugs at at least one (1) Working Day's notice.

(2) A transfer pursuant to paragraph (1) does not constitute secondary trade according to § 15.

§ 17 Withdrawal of Storage Capacity

In order to guarantee a maximum use of Storage Capacity and prevent an artificial shortage of capacity or relieve such a shortage in accordance with stipulations set out in Regulation (EC) No. 715/2009, bayernugs shall place unutilised Storage Capacity at the disposal of third parties on a short term, interruptible basis.

In the event that Storage Capacity is taken off the Storage Customer, his rights and obligations set out in the Storage contract shall remain unaffected. However, the obligation to pay the fees pursuant to § 18 no longer apply proportionately. Application of this clause therefore has no influence on the capacity rights of the Storage Customer.

§ 18 Fees

(1) The Storage Customer undertakes to pay the fee determined through the auction process to bayernugs.

All fees are net.

(2) The Storage Customer undertakes to pay all relevant taxes (esp. value added tax and, if applicable, energy tax) along with all public duties according to § 19 at the respective legally stipulated amount.

(3) bayernugs' claim for payment of fees is independent of whether the agreed Storage Capacity is actually used by the Storage Customer. This does not apply insofar as Storage Capacity is withdrawn from the Storage Customer pursuant to § 17.

§ 19 Taxes and duties

(1) Should taxes and/or public duties in direct or indirect connection with the services rendered by bayernugs to the Storage Customer be introduced or amended, said taxes and duties are in all cases to be assumed by the Storage Customer and added to the agreed fees. This shall also apply to an increase or decrease in price resulting from emissions trading.

(2) In the event that taxes and/or public duties added to the fees according to paragraph (1) are abolished, said taxes and fees shall no longer be charged to the Storage Customer.

- (3) The deduction or addition of taxes and/or public duties shall be effected from the time of their introduction, abolishment and/or amendment.

An increase based on additional costs shall not be permissible insofar as said costs were foreseeable at the time the contract was concluded or it would constitute a violation of statutory rights.

- (4) Changes pursuant to paragraphs (1) and (2) shall not generate additional profits for either party.
- (5) For any changes to fees brought about by national and/or international legislation, administrative acts, stipulations – also in individual cases – and/or orders from national and/or international courts or authorities (including ERGEG) paragraphs (1) to (4) shall apply accordingly.

§ 20 Payment conditions

- (1) Insofar as no other agreements have been made, the Storage fee agreed upon is to be paid monthly in advance on the last Banking Day of the previous Month for the subsequent Month. In the event that no fixed monthly instalment is arranged, the total Storage fee shall be split in equal monthly instalments for the Storage period.
- (2) Should fees be payable in addition to the Storage fee, said fees are to be paid for immediate value to the bayernugs account shown on the invoice by the tenth (10th) Banking Day after receipt of the invoice.
- (3) All fees are rounded to two decimal points.
- (4) All invoicing is in written form.
- (5) In the event of default of payment, bayernugs shall be entitled to charge default interest to the amount of 8 percentage points above the respective base rate published by the Federal Bank in the Federal Gazette on the first Banking Day of the invoicing Month. Further claims resulting from and in connection with the payment default shall remain unaffected.
- (6) Objections regarding the accuracy of invoices shall be made in writing by the Storage Customer immediately, and in all cases within six weeks of receiving the invoice. Failure to submit an objection in time will be treated as approval. bayernugs shall draw attention to this clause on its invoices.

Should objections regarding the accuracy of invoices be based on circumstances which cannot be determined by the Storage Customer, without any fault of his own, or on metering results, the deadline pursuant to the previous sentence shall commence from the time the customer receives knowledge or must know about the reason for the objection. In all cases, however, the deadline for such objections expires at the end of the following Storage Year.

- (7) In the absence of obvious error (mathematical error), objections about the accuracy of invoices shall not entitle the Storage Customer to delay, reduce or refuse payment unless the objections are indisputable or determined to be legally effective; the Storage Customer is entitled to pay the contentious amount under reserve.

The final settlement shall be effected when both contract parties reach an agreement or after a legally binding court ruling has been rendered by the court of arbitration (§ 35).

- (8) The Storage Customer shall be entitled to offset its payment claims – irrespective of whatever contractual obligation – against the claims of bayernugs or to a withholding right if and insofar as its claims are undisputed or have been determined with legally binding effect.
- (9) Claims for reimbursement or additional payments which have been recognised or are based on a legally binding court ruling shall be settled with the following invoice.
- (10) Place of performance for payments shall be Munich.

§ 21 Security

(1) Deterioration in creditworthiness

Should the creditworthiness as determined in the Prequalification phases of

- a. the Storage Customer, or
- b. the Credit Support Provider of the Storage Customer, or
- c. any legal entity who as controlling party (“Controlling Party”) is a party to a Control and/or Profit Transfer Agreement in the sense of the German Stock Corporation Act (German: Aktiengesetz; AktG) (“Control and/or Profit Transfer Agreement”) with the Storage Customer and the Storage Customer is its subsidiary over which such Entity has control

be deteriorated with the proviso:

- a. downrating by at least one credit rating level (based on ratings by Standard & Poor’s, Moody’s or Euler+Hermes), or
- b. decline in the Tangible Net Worth and the significant figure is a more than 25% (twenty-five) decline within a period of 12 months as of 31 December of the preceding Calendar Year

bayernugs shall be entitled to demand appropriate Security from the Storage Customer insofar as bayernugs assumes in good faith that its claims are endangered by the deterioration of creditworthiness.

(2) Reporting obligations of the Storage Customer

- a. The Storage Customer shall be obliged to submit in written form the following documentation without delay as soon as said information is available. Documentation in accordance with the following paragraphs i. and ii. shall be submitted in writing every two Years after conclusion of the contract within 150 Days after the end of the Storage Customer’s relevant business Year at the latest.
 - i. the relevant audited annual statement of accounts and audited company financial statement for the last completed full financial Year
 - ii. information on contingent liabilities shown on a relevant audited annual statement of accounts and/or on a summary certified by a certified public accountant
 - iii. conclusion or change of a Control and/or Profit Transfer Agreement
 - iv. on request by bayernugs, all documents relevant for a credit assessment
- b. The Storage Customer shall provide any documentation to be submitted to bayernugs in German or English. Where originals are not in German or English, the Storage Customer shall provide translations certified by a public certified translator at its own expense.
- c. In the event of a deterioration of the creditworthiness in the sense of § 21 section 1 on the part of the Storage Customer, his Credit Support Provider or the Controlling Party, the Storage Customer shall be obliged to inform bayernugs in writing immediately upon knowledge thereof.
- d. The Storage Customer shall be obliged to make every reasonable effort to provide bayernugs with all the information needed by bayernugs to assess the financial situation of a Credit Support Provider.

(3) Provision of Security

- a. The Storage Customer shall be obliged to submit the Security to bayernugs on request without delay, no later than ten (10) Working Days after said request.
- b. Security can be provided by a cash deposit into a bank account named by bayernugs or by submission of an unlimited, unconditional, irrevocable and directly enforceable guarantee of payment or in the form of a guarantee statement.
- c. As an alternative to an unlimited guarantee or guarantee statement, a directly enforceable guarantee or guarantee statement of a bank with a term of 12 months with a rolling extension by a further 12 months over the whole contract period will also be accepted. The extension of said Security has to be sent to bayernugs at least 10 Working Days prior to the expiry date of the Security.
- d. In all cases, the guarantee or guarantee statement must waive the plea of unexhausted remedies, contestability and set-off insofar as the claims are not undisputed or have been established by law.
- e. The guarantee or guarantee statement shall be subject to German law in all respects. The ordinary courts of Munich shall have exclusive jurisdiction over any dispute arising under this guarantee or guarantee statement between bayernugs and the Credit Support Provider.
- f. If Security is provided in the form of a cash deposit, the corresponding amount will earn interest from the Day it is credited to the bank account named by bayernugs up to the Day the money is reimbursed on the basis of 1-Month-EURIBOR less 0.40 % p.
 - a.. An adjustment of this interest rate to current market conditions shall always be effected on the first Banking Day of a Calendar Month. Interest shall be paid by bayernugs in a single payment along with reimbursement of the Security.

(4) Requirements for a Credit Support Provider

Requirements for a Credit Support Provider are an external rating of at least A- (Standard & Poor's).

(5) Rejection of a Security

bayernugs shall be entitled to reject a Security offered by the Storage Customer in the event that the financial and risk position of the Credit Support Provider cannot be assessed by bayernugs due to a lack of information.

(6) Return of the Security

The Security shall be provided until the final fulfilment of this contract, i.e. until expiry of the contract term and after payment of all payable fees by the Storage Customer in accordance with the Storage contract at least, however, for 7 Working Days after contract expiry or after a legal succession in title in full satisfaction of debt pursuant to § 29 and shall be returned thereafter to the Storage Customer by bayernugs.

(7) Termination rights

bayernugs shall be entitled to terminate this contract with immediate effect

- a. if the Storage Customer does not satisfy the demand for Security or fails to do so within the period of 10 (ten) Working Days after request by bayernugs or the Security no longer covers the fees to be paid by the Storage Customer and a substitute Security is not duly provided within a reasonable time period determined by bayernugs.

- b. if any Credit Support Provider of the Storage Customer disaffirms, disclaims, revokes, repudiates or rejects in whole or in part, or challenges the validity of any Security provided by it or otherwise fails to comply with or perform its obligations under or in respect of such Security and such failure continues after any applicable grace or cure period.
- c. if any Controlling Party disaffirms, disclaims, revokes, repudiates or rejects in whole or in part, or challenges the validity of any Control and Profit Transfer Agreement entered into or otherwise fails to comply with or perform its obligations under such Control and Profit Transfer Agreement.
- d. if the Storage Customer or its Credit Support Provider undergoes a change of control, it merges or amalgamates with or into another entity, or it transfers all or a substantial part of its assets to another entity, or it reorganises, incorporates, reincorporates or reconstitutes into or as another entity, or another entity transfers all or substantially all its assets to, or reorganises, incorporates, reincorporates or reconstitutes into or as the Storage Customer or its Credit Support Provider and
 - i. the creditworthiness of the Storage Customer or Credit Support Provider or the resulting, surviving, transferee or successor entity is significantly weaker than that of the Storage Customer or its Credit Support Provider was immediately prior to such action
 - ii. the resulting, surviving, transferee or successor entity fails to assume all the obligations of the Storage Customer or its respective Credit Support Provider pursuant to the Storage Contract or the securities to which it or its predecessor was a party either by operation of law or pursuant to an agreement reasonably satisfactory to bayernugs; or
 - iii. the benefits of any Security cease or fail to extend to the performance of the contractual obligations by such resulting, surviving, transferee or successor entity and bayernugs has not consented thereto.

(8) Legal consequences of termination pursuant to § 21 Para. 7 of the General Conditions for Storage Access (GCSA)

In the event that bayernugs terminates the contract in accordance with § 21 section 7 of the GCSA, the following legal consequences shall apply:

- a. bayernugs shall be entitled to compensation from the Storage Customer. The amount of the compensation claim shall be based on the amount of the Storage fees which the Storage Customer is obliged to pay until the contractually determined expiry of the Storage contract unless the Storage Customer can prove that the actual damage is lower.
- b. With regard to the Gas Volumes of the Storage Customer remaining in the Storage Facility, § 13 section 4 and 5 of the GCSA shall apply accordingly.

§ 22 Maintenance, construction, changes and extensions to the Storage Facility

- (1) bayernugs shall be entitled to carry out maintenance work (maintenance, inspection and repair work) to the Storage Facility and to take measures to in accordance with the following provisions (hereinafter referred to as “measures”).
- (2) Insofar as and as long as bayernugs cannot fulfil its obligations – or not in full – because of maintenance and repair, construction work, changes and extension work or as a result of tests in

accordance with paragraph (1), it shall be entitled to suspend or restrict these obligations without – subject to the rule set out in paragraph (4) – this leading to a reduction in payment or claim from the Storage Customer.

- (3) bayernugs shall inform the Storage Customer in time about all planned maintenance and repair, construction work, changes or extension work or tests pursuant to paragraph (1) on the Storage platform at www.bayernugs.de and by telefax or email. Regarding unplanned measures, bayernugs shall inform the Storage Customer as fast as possible, whereby bayernugs is not obliged to give prior notice if this is not possible based on the circumstances or this would lead to delays in the elimination of the already existing interruptions; in such cases bayernugs shall inform that Storage Customer subsequently.
- (4) Insofar as and as long as bayernugs is accountable for the suspension to carry maintenance and repair, construction work, changes and extension work or tests pursuant to paragraph (1), in particular due to force majeure according to § 25, and a duration of 20 Calendar Days per Storage utilisation Year (1 April to 1 April, 6:00 hrs. respectively) is not exceeded, no claims may be made by the Storage Customer, in particular no right to reduce Storage fees. If the contract term is under one Year, the permissible suspension time will be reduced correspondingly.

In the same way, the Storage Customer shall not be released from his obligation to pay insofar as the downtime needed for maintenance and repair, construction work, changes and extension work or tests according to paragraph (1) was caused by the Storage Customer himself or due to reasons he is accountable for.

- (5) Should bayernugs not be able to fulfil its obligations fully, bayernugs shall endeavour in the scope of operative and contractual circumstances, to reserve the Storage capacities taking into account the interests of all Storage Customers. Should the total Storage Capacity not suffice for all Storage Customers, a proportional reduction of the reserved capacity for each Storage Customer shall be undertaken.

Reserved and reduced Storage capacities that are not used shall be shared proportionately between the other Storage Customers.

- (6) All other rights and obligations of the respective Storage contract shall remain unaffected.

Grid operator measures:

Should bayernugs not be able – or only partially able - to duly fulfil its obligations in connection with the Storage contract due to actions undertaken by the grid operators, it shall be released from its obligations. bayernugs shall endeavour to reach an agreement regarding such actions with the grid operator. bayernugs shall notify the Storage Customer about the scope and estimated duration of the limitation.

All other rights and obligations of the respective Storage contract shall remain unaffected.

§ 23 Suspension of Storage

- (1) Should the Storage Customer not fulfil his obligations duly, bayernugs shall be entitled to suspend Storage partially or wholly with no further previous notification if the Storage Customer does not take corrective measures within 2 weeks of written notification.

This applies in particular in the event of a breach of payment and Nomination obligations as well as unentitled Storage utilisation; § 14 paragraph (3) shall remain unaffected.

- (2) bayernugs shall be entitled to suspend its contractual obligations partially or wholly at any time without prior notification in the event that this is necessary and justifiable for technical reasons, in particular:

- in order to prevent or eliminate direct danger to persons, technical systems belonging to bayernugs or a third party or the environment;
 - in order to prevent disruptions for other Storage Customers or disruptive influences on technical systems belonging to bayernugs or a third party or
 - if it is expected or feared that disruptions caused by the Storage Customer or contractual violations of the Storage Customer might lead to endanger or impair the security of the Storage Facility or its operation, the technical systems, the rights of third parties or the security of supply.
- (3) bayernugs shall inform the Storage Customer about the downtime and its scope along with the duration as soon as possible and shall resume its contractual obligations as soon as the reasons for the suspension no longer exist.
- (4) The Storage Customer shall be released of his payment obligations during the suspension by bayernugs unless the Storage Customer is responsible for such suspension. In the case of paragraph (2) the Storage Customer shall be released of his payment obligations only if he is not accountable for the suspension and the downtime exceeds a duration of 20 Days per Storage utilisation Year (1 April to 1 April, 6:00 hrs. respectively). In the event of Storage utilisation under one Year, this deadline is shortened correspondingly. Days on which contractual obligations of bayernugs are suspended according to § 22 in the same Storage utilisation Year, are added on.
- (5) The enforceability of more extensive rights as well as all other provisions set out in the respective Storage contract shall remain unaffected.

§ 24 Force majeure

- (1) If and as long as one of the contract parties is prevented from fulfilling its contractual obligations as a result of force majeure in accordance with paragraph 2 or another circumstance for which he is not responsible, said party shall be released from these obligations. The other contract party shall be released from his reciprocal obligations accordingly.
- (2) Force majeure is an unforeseeable event brought about by external factors such as natural forces or actions of third parties that cannot be avoided or eliminated even with the application of due care and diligence and has to be accepted by the company however frequent.

This includes in particular natural catastrophes, terrorist attacks, power cuts, strikes and lockouts as long as the lockout is lawful, or legal regulations or acts of government, court rulings or actions by authorities irrespective of their legality as well as unavoidable technical failures and restrictions.

Force majeure also includes Gas leaks due to the geological features of the Storage Facility.

- (3) Should bayernugs make use of technical systems or services of third parties in order to fulfil its contractual obligations, an event which would constitute force majeure for the third party shall also hold true for bayernugs.
- (4) The affected contract party shall notify the other contract party immediately giving the reasons and estimated duration of the force majeure. Said party shall apply all technically feasible and economically reasonable means to once again be able to fulfil its obligations as soon as possible.

§ 25 Liability

Unless otherwise stated in this contract, the following provisions shall apply:

- (1) bayernugs shall be liable for damage to life, physical injury or damage to health unless such injury is caused neither by wilful misconduct nor by negligence by bayernugs itself, its legal representatives and assistants.

- (2) In the case of a breach of substantial obligations (cardinal obligations), i.e. contractual obligations essential for the execution of this Storage Customer and which the Storage Customer should be able to count on regularly, bayernugs shall be liable for damage to property and for pecuniary damage unless such damage is caused neither by wilful misconduct nor by negligence by bayernugs itself, its legal representatives or assistants; the liability of bayernugs, when no wilful misconduct has occurred, is limited to the foreseeable damages typical for such contracts.
- (3) bayernugs shall be liable for damage to property and pecuniary damage in the case of non-cardinal contractual violations unless such injury is caused neither by wilful misconduct nor by gross negligence by bayernugs itself, its legal representatives or assistants; the liability of bayernugs in the case of damage to property or pecuniary damage caused by gross negligence is limited the typical foreseeable damages under the contract.
- (4) In the event of paragraph (2), typical foreseeable damages under the contract shall be limited to the amount of € 1 million for damage to property and € 0.5 million for pecuniary damage.
In the event of paragraph (3), typical foreseeable damages under the contract shall be limited to the amount of € 0.75 million for damage to property and € 0.25 million for pecuniary damage.
- (5) The paragraphs above also apply in favour of legal representatives, employees as well as assistants and vicarious agents of bayernugs.
- (6) Liability in accordance with mandatory regulations within the Liability Act and other legal stipulations shall remain unaffected.

§ 26 Insurance

- (1) The Storage Customer shall undertake to take out and maintain liability insurance which fully covers the risks inherent in the respective Storage contract for the complete term of the contract.
- (2) The liability insurance is normally considered reasonable if it provides sufficient financial cover for damage to persons, damage to property and pecuniary damage at normal insurance premium costs for the whole term of the contract.

The extent of compensation to be covered is normally based on the generally recognised General Conditions for Liability Insurance of insurers accredited by the Federal Financial Services Regulator (*German: Bundesanstalt für Finanzdienstleistungsaufsicht zugelassenen Versicherungsunternehmen*).

- (3) On request by bayernugs, the Storage Customer shall provide proof of the existence of liability insurance immediately.
Immediate notification is to be made to bayernugs of substantial changes regarding the liability insurance. Should the liability insurance expire prior to the contract, the Storage Customer undertakes to notify bayernugs in writing one Month before expiry and provide proof that reasonable liability insurance is still in place.
- (4) In the event that the Storage Customer cannot provide proof of holding reasonable liability insurance or cannot do so in time or should there be significant changes regarding the insurance for whatever reason with the result that no reasonable liability insurance exists, bayernugs shall be entitled to rescind the Storage contract with immediate effect.

§ 27 Termination of the Storage utilisation contract

- (1) Storage utilisation expires with the termination of the pertinent Storage utilisation contract.

The Storage utilisation contract ends with the normal expiry date stipulated in the contract; termination of the Storage utilisation contract can also be effected in the case of lawful and legitimate extraordinary termination at any time.

- (2) As long as no other agreements have been made in a separate contract, there is no provision for a proper notice of termination.

§ 28 Extraordinary termination

- (1) bayernugs shall be entitled to extraordinarily terminate the contract without adhering to a period of notice as long as this right of extraordinary termination has been provided for in a separate contract or in these GCSA and their annexes.
- (2) Moreover, bayernugs shall be entitled to extraordinarily terminate the contract without adhering to a period of notice if there is an important reason. Such a reason may be in particular but is not exclusively the case if
- in spite of cautions, the Storage Customer is repeatedly in breach of contractual obligations or refuses categorically to fulfil contractual obligations in cases where a caution is not needed.
 - if the Storage Customer repeatedly breaches substantial contractual obligations or contractual obligations which entitles bayernugs to suspend Storage.
- (3) bayernugs is shall be entitled to extraordinarily terminate the contract without adhering to a period of notice in the event that
- the Storage Customer is in default of providing in time the collateral Security demanded in accordance with § 21.
 - The Storage Customer is incapable of providing the level of Security pursuant to § 21.
- (4) Notice shall be given in writing stipulating the reason for termination.

§ 29 Confidentiality

- (1) The partners shall treat the content of this contract and all information they have received directly or indirectly in connection with this contract (hereinafter referred to as “confidential information”), subject to the provisions in paragraph (2) and § 30, as confidential, i.e. shall refrain from disclosure to other partners unless previous written consent has been granted by the affected partner. The partners shall undertake to use the confidential information solely for the purposes of handling this contract.
- (2) Each of the partners shall have the right to disclose confidential information he has received from the other partner without previous written consent
- a. to affiliated companies insofar as the latter is obliged to treat the information as confidential. This stipulation shall not apply to affiliated companies that are themselves Storage operators;
 - b. to service companies and other third parties that are needed by the partners for the orderly execution of this contract to the extent that the transfer of confidential information is necessary for the execution of this contract and these companies or third parties have previously undertaken to treat this information as confidential or are legally bound by confidentiality by nature of their profession;
 - c. to its representatives, advisors, banks and insurance companies if and insofar as necessary for the orderly execution of the contractual obligations and these persons

or companies have previously undertaken to treat the information as confidential or are bound by confidentiality by nature of their profession; or

- d. to the extent that this confidential information
- is already legitimately known by the recipient partner at the time it was received,
 - is already publically accessible or shall become publically accessible at no fault of the recipient partner; or
 - must be disclosed by one of the partners in order to comply with obligations pertaining to a bye-law or legal regulation or legal regulatory guideline (e.g. GGPSSO) or a court or authority order or in answer to a request by a regulatory authority (incl. ERGEG); in this case the partner disclosing the information shall notify the other partner thereof.

(3) The obligation to confidentiality shall remain in force for a period of 5 Years after expiry of this contract.

(4) § 6a of the Energy Industry Act (*German: EnWG*) shall remain unaffected.

§ 30 Data circulation and processing

bayernugs shall be entitled to pass on confidential information to adjacent grid operators directly upstream or downstream insofar as and as long as this is necessary for the orderly execution of the respective Storage contract.

§ 31 Amendments or additions to the contract provisions

(1) bayernugs shall be entitled to make amendments or additions to the GCSA with immediate effect for all existing Storage contracts at any time.

The Storage Customer shall be notified by bayernugs about the amendments or additions in writing at last 6 weeks before said changes take effect stating the time of their legal validity. Said amendments or additions shall be deemed approved and become an integral part of the contract insofar as the Storage Customer does not file a written objection within 4 weeks of receipt of the notification. bayernugs will draw special attention to this rule in its notification.

(2) Notwithstanding paragraph (1), bayernugs shall be entitled to amend the provisions of the Storage contract including the GCSA with legal validity for all existing Storage contracts with immediate effect insofar as the changes are necessary to comply with relevant laws or statutory regulations and / or legal stipulations of national or international courts and authorities, in particular stipulations – also in individual cases – of the Federal Network Agency or ERGEG, and/or generally accepted technical regulations, or to meet the requirements of Storage security and reliability.

The same applies for amendments that are brought about by changes in the conditions for the Trading Platform store-x.net or concern regulations that require a uniform application for both existing and future contracts or in the relationship to the upstream Gas supply pipelines.

bayernugs shall inform the Storage Customer about the amendment or addition without delay.

If the Storage Customer suffers considerable economic disadvantages as a result of the amendment to the Storage contract, the Storage Customer shall be entitled to rescind this contract with effect from the end of the Month following the legal validity of the amendment at 15 Working Days' notice. Compensation is hereby excluded.

- (3) Irrespective of the stipulations set out in the previous paragraphs bayernugs shall be entitled to amend the annexes of the GCSA ex parte in order to sustain the safe and/or economic operation of the Storage plant and/or the technical developments, and to comply with technical rules and standards or stipulations of national or international authorities. The Storage Customer shall be notified of such amendments in writing by bayernugs 3 months before their legal validity.
- (4) The correction of obvious spelling and/or mathematical errors shall not constitute an amendment to the contractual conditions.

§ 32 Profitability clause

- (1) In the event that economic, technical or legal circumstances which form the basis of the Storage contract change during the contract term or should unforeseen circumstances occur which have a considerable economic, technical or legal impact on the Storage contract for which no provisions have been made in the Storage contract or which were not taken into consideration when the contract was concluded and should, as a result, one of the contractual provisions become unreasonable for one of the partners, the affected partner can demand that the Storage contract be modified to accommodate the changed circumstances with due consideration being made to all economic, technical and legal effects on the other partner.
- (2) The contract party who pleads such circumstances shall undertake to state and provide proof of the necessary facts.
- (3) The claim for adjustment shall take effect from the time it is first made in writing by the claiming partner with reference to paragraph (1). Should no agreement be reached within 3 months of said time, each partner can bring about a decision by an arbitrator (§ 36).

§ 33 Applicable law

This contract is governed and shall be interpreted solely in accordance with the laws of the Federal Republic of Germany, to the exclusion of the conflict of laws and the interstate agreements adopted by the Federal Republic of Germany (e.g. United Nations Convention on Contract for the International Sale of Goods ["CISG"]), provided they are non-mandatory by law.

§ 34 Court of arbitration

- (1) The contract parties shall do everything in their power to settle any disputes concerning this contract by negotiation.
- (2) In the event that agreement cannot be reached through negotiation, all disputes concerning this Storage contract shall be exclusively and conclusively arbitrated by an arbitration court.
- (3) The ruling rendered by the arbitration court shall also be binding for the civil courts.
- (4) The arbitration court shall be made up of three arbitrators one of whom is the chairperson. The chairperson must be eligible to act as judge.

The arbitration court shall be formed by the appointment of an arbitrator by the contract party who has initiated the arbitration proceedings and named the matter of dispute. Said party shall then call upon the other contract party to appoint a second arbitrator and together the two arbitrators shall agree on a third arbitrator as chairperson.

In the event that one contract party fails to appoint an arbitrator within four weeks, the other contract party can invite the president of the Higher Regional Court in Munich to propose a second arbitrator. The president's proposal shall be binding for both contract parties.

- (5) The place of arbitration shall be Munich. The court of jurisdiction in accordance with § 1062 of the German Code of Civil Procedure (German: *Zivilprozessordnung ZPO*) shall be the Higher Regional Court in Munich (German: *Oberlandesgericht München*). Disputes shall be arbitrated in accordance with the arbitration procedure set out in §§ 1025 to 1065 of the German Code of Civil Procedure (*ZPO*).

§ 35 Severability clause

Invalidity or unenforceability of one or more provisions of the Storage contract or the GCSA shall not affect the validity of any other provision in the Storage contract.

The contract parties shall undertake to take up negotiations in good faith in order to replace the invalid or unenforceable provision by a valid or enforceable provision that comes as close as possible to the economic purpose and success of the original clause and as far as possible serves the mutual interests of both partners from the point in time of the invalidity or unenforceability.

The same shall apply in the event that omissions are discovered in this contract.

§ 36 Written form

- (1) Amendments and additions to the Storage contract must be in writing. This also applies to the waiver of the written form provision itself.
- (2) Insofar as declarations require written form pursuant to the respective Storage contract, this requirement shall be fulfilled by declarations transmitted by telefax provided that said declarations are subsequently confirmed in writing.
- (3) This contract, including its annexes, constitutes and contains all the agreements by and between the contract parties; no additional agreements exist.

§ 37 Language

- (1) The oral and written processing and execution of this contract shall be in German.
- (2) The German version alone shall be conclusive.

§ 38 Integral parts of the GCSA and order of precedence

The annexes in their respective current versions are integral elements of the GCSA.

In the event of contradictions and/or omissions, the provisions set out in the Storage contract precede those of the annexes and the GCSA. In the event of inconsistencies and/or omissions the annexes precede the GCSA.