

Annex 1
of the General Storage Access Conditions
"Operating Manual"
of bayernugs GmbH

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The Operating Manual describes operational interfaces as well as mutual relationships and procedures between bayernugs and the Storage Customer for the execution and handling of the Storage Contract.

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§ 1 General

- (1) The Storage Customer and bayernugs undertake to cooperate for the processing in the interests and benefit of both parties and to organise the procedures in a prudent and effective manner.

The Storage Customer and bayernugs shall be available by telephone and email around the clock.

- (2) The Storage Customer shall act with due regard for the integrity of bayernugs' storage facility.
- (3) bayernugs shall be entitled, without prejudice to its rights under the Storage Contract, to issue instructions to the Storage Customer regarding the use of bayernugs' storage facility if operating conditions occur or are to be feared due to specific circumstances which endanger the safety and operational integrity of the storage facility or the H-gas transport system. This shall also apply if operating conditions occur or are to be feared due to specific circumstances which make it otherwise impossible for bayernugs to fulfil its contractual obligations or entitle bayernugs to suspend or reduce its contractual performance or release it from the fulfilment of its contractual obligations.
- (4) The Storage Customer shall take all reasonable measures to comply with instructions. If the Storage Customer fails to do so or fails to do so in good time, bayernugs shall be entitled, but not obliged, to, at its own discretion, amend the respective designations accordingly.
- (5) The Storage Customer shall receive from bayernugs in good time the internal shipper code, which shall be used for clear identification. The Storage Customer shall inform bayernugs of its balancing group code in good time.
- (6) The Storage Customer and bayernugs shall exchange those addresses, telephone numbers, fax numbers and e-mail addresses required for processing and any changes thereto in writing without undue delay.
- (7) For the exchange of all data, documents and notifications required for the processing and performance of the Storage Contract and for the provision of metering and billing data, the Parties shall agree on a communication channel between bayernugs and the Storage Customer. The edig@s format shall be used as the nomination format by bayernugs and the Storage Customer.
- (8) Urgent information in connection with the transport may be exchanged in advance by telephone and must then be confirmed in writing without undue delay.

§ 2 Time

Only the official time in the Federal Republic of Germany including summer and winter time (CEST/CET) shall apply.

§ 3 Communication

- (1) The Storage Customer shall at all times, i.e. 24 hours per day, 365/366 days a year, during the term of the Storage Contract, ensure full communication capabilities necessary for the performance, processing and execution of the Storage Contract.
- (2) bayernugs shall be entitled but not obliged to carry out a communication test with the Storage Customer at any time. This involves a technical and formal check as to whether the Storage Customer is currently in a position to send, receive and process all messages and notifications in connection with the processing.
- (3) The communication test normally takes up to five (5) working days.
- (4) If the communication test is not successful, bayernugs shall notify the Storage Customer without undue delay and request the Storage Customer to establish full communication capability. If the communication capability is not established within the period set by bayernugs or, if a period is not specified, within five (5) working days of receipt of the notification, bayernugs shall be entitled to set all the Storage Customer's designations to zero from that point in time.
- (5) In the event of technical disruptions which temporarily or permanently interrupt the agreed communication path, the Storage Customer and bayernugs shall inform each other without undue delay and shall jointly examine the temporary use of alternative communication paths. The Storage Customer undertakes to take all reasonable measures to be able to use the agreed communication channel again as quickly as possible.

§ 4 Designation Obligations

- (1) The Storage Customer shall designate to bayernugs the quantities of gas to be made available to bayernugs for injection and the quantities of gas to be withdrawn by bayernugs and accepted by the Storage Customer in accordance with the provisions of this Operating Manual.
- (2) All designations and redesignations shall be made on an hourly basis in full kWh.
- (3) The Storage Customer is entitled to nominate gas quantities only within the storage capacities agreed in the respective Storage Contract.
- (4) The Storage Customer shall ensure that the designations submitted to bayernugs are identical to the transport designations that may have to be submitted to the network operator upstream or downstream of the storage facility. In this context, the Storage Customer shall take into account the quantities of propellant gas and heating gas.
- (5) In the event of an interruption or other disruption in the H-gas transport system, the Storage Customer shall redesignate without undue delay the gas quantities to be taken over by bayernugs for injection or to be made available after withdrawal.

- (6) If the Storage Customer fails to comply with its designation/redesignation obligations or fails to comply with such in good time, bayernugs shall be entitled, but not obliged, to change the designation/redesignation to "0" (zero).

The Storage Customer shall indemnify bayernugs against all claims for damages by third parties in connection with a change to the designation made by bayernugs in accordance with the above sentence, insofar as these are not based on any fault on the part of bayernugs. There shall be no obligation to indemnify insofar as the Storage Customer is not responsible for the non-acceptance or untimely acceptance of the designation/redesignation.

§ 5 Designation Procedure

- (1) The Storage Customer is obliged to designate to bayernugs the sum of the hourly and daily gas quantities for the delivery/takeover point per gas day.
- (2) The Storage Customer may freely select the capacity within its contractually agreed capacity limits including the statutory level requirements. Notwithstanding this, the designation may also be 0 (zero).
- (3) The Storage Customer shall submit its designations via the bayernugs web portal or via an existing edig@s link. The Storage Customer shall be responsible for the connection.
- (4) The Storage Customer shall submit its designations to bayernugs as:
- daily designations for the following gas day until 12:00 noon of the previous day;
 - daily designations for gas days that are not working days until 12:00 noon of the last preceding working day;
 - weekly designations for the following gas week until 12:00 noon of the last working day of the previous week;
 - non-binding monthly designations on a daily basis for the following gas month by 12:00 noon on the last working day of the previous month.
- (5) If the designation of the Storage Customer does not refer to the individual hours but only to the respective gas day, the hourly quantity shall be the reported daily quantity divided by the number of hours of a day.
- (6) If the daily designation for the following gas day of the Storage Customer is not made, is not made in good time or if the designation is rejected by bayernugs, the gas quantities of the corresponding day of the week designation shall be deemed to be nominated. If there is no corresponding week designation, bayernugs shall set the designations for the gas day to 0 (zero).
- (7) When changing from winter to summer time and vice versa (CET to CEST and CEST to CET), 23 or 25 hourly values are to be designated.
- (8) The Storage Customer is entitled to redesignate a nominated gas quantity. Redesignations shall be submitted with a notice period of two (2) hours to the full hour. The latest submission time of a redesignation is 15:00 on the cut-off day according to (4).

(9) bayernugs shall confirm to the Storage Customer:

- daily designations for the following guest day until 18:00 on the previous day;
- weekly designations for the following gas week until 18:00 on the last working day of the previous week;
- redesignations within two hours after receipt of the redesignation.

Such confirmation shall include the receipt of the designation/redesignation in the correct form and due time and in compliance with the contractually agreed limits.

A designation/redesignation outside the contractually agreed limits is automatically reduced to the highest possible contractually agreed permissible storage usage. The Storage Customer will receive a notification of the reduction automatically generated by the booking system.

If no notification is received from bayernugs by the above dates, the designation or redesignation shall be deemed not to have been submitted.

(10) bayernugs shall be entitled to reject a designation or redesignation in the event of non-compliance with deadlines, formal or content-related errors and operational restrictions. This shall be the case in particular if the designated values are not in conformity with the contract or if the storage facility and/or the H-gas transport system are not or only partially available.

§ 6 Reconciliation of Confirmed Designation of Storage Customer with Network Operator Designations ("Matching")

- (1) bayernugs shall be entitled, but not obliged, to match the Storage Customer's designations/redesignations confirmed by it with the network operator's transport designations ("matching").
- (2) If the confirmed designations/re designations do not match the network operator designations ("mismatch"), the lower hourly value of the designation/redesignation shall be deemed to be the gas quantity to be taken over or provided by bayernugs per hour at the delivery/takeover point (lesser-of rule).
- (3) The storage account will be corrected by the matching result.

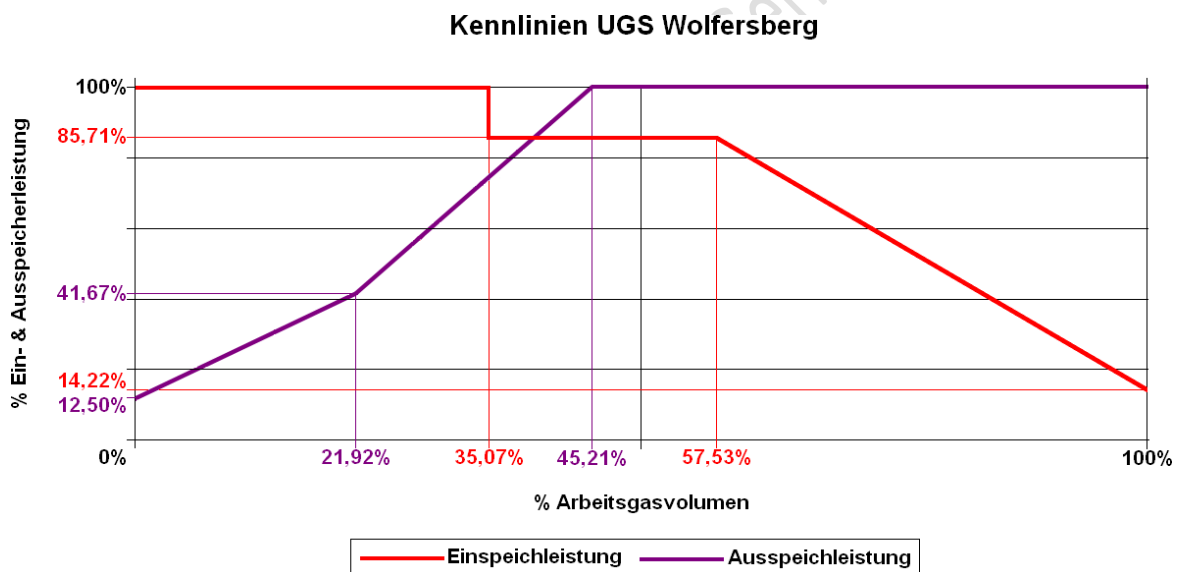
§ 7 Storage and Retrieval Period, Switching Periods

The following lead times must be observed during the operating mode changeover for the storage unit to be ready for operation:

From injecting to withdrawing:	2 hours before request to load balance-sharing centre of bayernugs;
From injecting to withdrawing:	2 hours before request to load balance-sharing centre of bayernugs.

§ 8 Storage Characteristics

- (1) The usability of the stored injection and withdrawal capacities is limited by the injection and withdrawal characteristic curve.
- (2) bayernugs shall be entitled to reduce nominations which exceed the usable storage and retrieval capacities in accordance with clause (3) to the percentage specified in accordance with (3).
- (3) The following diagram shows the injection and withdrawal capacities of the natural gas storage facility:



§ 9 Measurement

bayernugs measures or arranges for the measurement of the gas quantities fed in and out. The measurement is carried out on the basis of the provisions of the metering point operator bayernets.

§ 10 Quantity Allocation (Allocation)

- (1) The gas quantities injected and withdrawn for the Storage Customer shall be determined and allocated in accordance with the following allocation procedure. The gas quantities allocated for the Storage Customer shall be transferred to the Storage Customer's storage account.
- (2) The following shall apply to the allocation of the gas quantities taken over by bayernugs at the takeover location for injection or made available at the transfer location after withdrawal:
 - a. If the gas quantities provided by the Storage Customer for injection at the transfer point or the gas quantities taken over by the Storage Customer after withdrawal at the take over point are recorded by a separate measurement, this measurement shall apply to the determination of the gas quantities provided or taken over there, unless another allocation procedure has been agreed.
 - b. If the gas quantities provided by the Storage Customer for injection at the transfer point or the gas quantities taken over by the Storage Customer after withdrawal at the take over point are included in a total flow together with gas quantities of other Storage Customers, the Storage Customer shall be entitled to withdraw the gas quantities.

If bayernugs takes over gas quantities from Storage Customers or provides such to the Storage Customer, the allocation procedure "allocated as designated" shall apply to determine the gas quantities provided or taken over there, unless another allocation procedure has been agreed.
- (3) If the Storage Customer has justified doubts about the correctness of the allocated gas quantities, it shall be entitled to commission an auditor determined in consultation with bayernugs to audit the allocation. The costs for such shall be borne by the Storage Customer if and to the extent that the doubts of the Storage Customer were unjustified according to the audit .

§ 11 Congestion Management

In the event of a bottleneck, bayernugs shall endeavour to maintain storage operations. Storage capacities and/or storage services which are only available to a limited extent shall be distributed by bayernugs among all Storage Customers on a pro rata basis.

Designations/redesignations required for this purpose are made by bayernugs.