

# Transfer Agreement for Storage Service Agreement

hereinafter referred to as the "*Transfer Agreement*"

between

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hereinafter referred to as the "*Storage Customer*"

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hereinafter referred to as the "*Transferee*"

and

**astora GmbH**  
Karthäuser Str. 4  
34117 Kassel, Germany

hereinafter referred to as "**astora**"  
(*Storage Customer*, *Transferee* and **astora** hereinafter together  
referred to as "**Parties**")

## Preamble

The **Storage Customer** and the **Transferee** are willing to transfer the rights and obligations of the existing **Storage Services Agreement** between the **Storage Customer** and **astora**, No. \_\_, dated \_\_\_\_\_, as amended by Amendment \_\_\_\_\_, dated \_\_\_\_\_ (attached hereto as an annex 1), as hereinafter referred to as "**Storage Services Agreement**", on the basis of the respective valid version of the **General Terms and Conditions for Storage Access**, in particular according to its Article 43, including the **Storage Specification**, from the **Storage Customer** to the **Transferee** as of \_\_\_\_\_ (hereinafter referred to as "**Transfer Date**"). **astora** is prepared to give its consent to such transfer.

Therefore, the Parties agree as follows:

1. The **Storage Customer** bindingly and irrevocably transfers all rights and obligations of the **Storage Services Agreement** to the **Transferee**.
2. The **Transferee** bindingly and irrevocably confirms to assume all the rights and obligations of the **Storage Services Agreement**.
3. **astora** grants its consent to the transfer mentioned in Section 1 and 2.
4. To the extent that the Customer's Storage Level is not zero (0) at the **Transfer Date** any remaining Gas shall be regarded as gas transferred to the **Transferee** that is as of the **Transfer Date** in the ownership of the **Transferee**.
5. The Storage Customer represents and warrants that as of the Transfer Date the remaining gas shall be transferred to the Transferee and waives all rights in relation to such gas after the transfer.
6. For clarification, the respective valid versions of the following documents shall form an integral part of each **Storage Services Agreement**:
  - **astora's General Terms and Conditions for Storage Access** including annex
  - **Storage Specification** of the respective **Storage Location**
  - **astora's Notice of Responsibility**
  - **Storage Customer's Notice of Responsibility**
7. In all other aspects, the provisions of the **Storage Services Agreement** and its integral parts shall remain unaffected and shall also apply to this **Transfer Agreement**.

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location, date

[Storage Customer]

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location, date

[Transferee]

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Kassel, \_\_\_\_\_.\_\_\_\_.20\_\_

**astora GmbH**

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