

Supplementary Agreement

between

astora GmbH & Co.KG
Kleine Rosenstrasse 1
34117 Kassel

- hereinafter "astora" -

and

Customer

- - hereinafter "Storage Customer" -
- individually "Contracting Party" or jointly "Contracting Parties" -

to **storage contracts concluded** between the Contracting Parties for the **gas storage facility Jemgum**

in order to create the conditions specified by the Federal Network Agency (Bundesnetzagentur) with the administrative act regarding specifications for converting annual demand rates into demand rates for capacity rights during the course of the year and specifications for properly determining network fees in accordance with section 15, paragraphs 2 to 7 GasNEV dated 03/24/2015 (BEATE) for the possible availment of discounted transmission fees by storage customers at storage facilities, which are connected to two market areas or to two countries.

Preamble

astora operates the gas storage facility Jemgum, which is connected to the network of GASCADE Gastransport GmbH (market area GASPOOL) and also provides the Storage Customer with access to the market area of the Netherlands (TTF).

Pursuant to the Federal Network Agency's BEATE administrative act, network operators must, as a matter of principle, offer transmission customers a discounted fee with regard to entry and exit points at gas storage facilities. At storage facilities, which are connected to two German market areas or to one German market area and one neighboring country, network operators must offer a discounted fee only if the respective storage operator demonstrates compliance with the terms set out under point IX. 8 (specification 2) of the BEATE administrative act vis-à-vis the network operator in question.

A precondition for compliance with the rules to be agreed with the network operator in accordance with BEATE is that astora concludes corresponding agreements with its customers. In view thereof, the Contracting Parties agree as follows:

Article 1 Creation of Discounted and Non-Discounted Accounts and Initial Allocation of the Gas Quantities

1. astora undertakes, for the gas storage facility Jemgum, for the Storage Customer, with regard to the connected market area (GASPOOL) and the connected market of the neighboring country (TTF) to set up an account in each case, in which the contractual quantities of the Storage Customer are booked, which,
 - a. using the exit and entry capacity of the network operator at the storage connection point, which is priced with a discounted fee in accordance with the specifications of point 2 d) of the tenor of BEATE (hereinafter "Discounted Capacity"), are injected and withdrawn at the gas storage facility (hereinafter "Discounted Account") and
 - b. using the exit and entry capacity of the network operator at the storage connection point, which is not priced with a discounted fee in accordance with the specifications of point 2 d) of the tenor of BEATE (hereinafter "Undiscounted Capacity"), are injected and withdrawn at the gas storage facility (hereinafter "Non-Discounted Account").
2. astora shall ensure that it is impossible for transfers to be made between a Discounted Account and a Non-Discounted Account in any direction.

Article 2 Allocation of the Gas Quantities to Discounted/Non-Discounted Accounts

1. astora shall ensure that working gas quantities nominated by the Customer are allocated to one or more Discounted/Non-Discounted Accounts set up in accordance with Article 1 point 1.

The Storage Customer must undertake all nominations vis-à-vis astora only from/in the balancing accounts/sub-balancing accounts set up for that purpose to the appropriate Discounted or Non-Discounted Accounts in each case.

The storage customer may only transfer quantities between its Discounted Accounts and between its Non-Discounted Accounts on Working days, in correspondence with Article 1 of the General Terms and Conditions for Storage Access of astora, during office times (between 9:00 – 17:00 o'clock). Transfers will become effective the following gas day. If transfer nominations were received outside of the office times, they will be processed to the next working day and will become effective on the gas day that follows this working day. For transfer nominations the storage customer shall use the attached Annex 1 and send it to the following email address:

operations@astora.de

2. Should the Storage Customer allocate quantities contrary to point 1, the nominations concerned shall be reduced to zero by astora and communicated to the Storage Customer.

3. The Storage Customer shall be entitled to carry out transfers between its Discounted Accounts set up in accordance with Article 1 point 1 and between its Non-Discounted Accounts set up in accordance with Article 1 point 1.
4. Transfers between the Storage Customer's Discounted and Non-Discounted Accounts shall not be permitted. The same shall apply to transfers between Discounted and/or Non-Discounted Accounts of different Storage Customers.
5. astora is obliged to observe the Storage Customer's transfer wishes permitted in accordance with point 3.
6. astora shall immediately confirm transfers in accordance with points 3 and 5 with the Storage Customer.

Article 3 Determination of Quantities

1. For every Storage Customer and every performance month (timeframe from the first gas day of a month, 06:00, until the first gas day of the following month, 06:00) astora shall determine, on an hourly basis and separately for each entry booking and exit booking, the working gas quantities which are booked in the Discounted Account or the Non-Discounted Account in each case.
2. astora shall provide the Storage Customer with the data determined in accordance with point 1 by the 10th working day of the following month, in accordance with the regulated template in **Annex 2**.

Article 4 Determination of the Transfer Fee

1. If the Storage Customer nominates quantities for withdrawal into the Dutch network of Gasunie Transport Services BV (GTS), which it allocated as part of the allocation in accordance with Article 1 point 1 to a Discounted Account, it must pay astora a transfer fee for such so-called transfer quantities. The amount of the respective transfer fee shall be calculated in accordance with the following system:
 - a. The pricing shall be based on the maximum hourly working gas quantity determined in kWh/h for transfers between accounts on every gas day in accordance with Article 3 point 1.
 - b. For exit bookings, working gas quantities must be booked out from the respective Discounted Account and at the same time booked via the entry booking to the same extent to a Discounted Account relating to another market area.
 - c. The transfer fee shall include
 - i. an exit booking component ("AK") consisting of the difference between the highest annual exit fee of the transmission products generally available identified by the relevant network operator at the storage facility and the lowest annual exit fee of the transmission products generally available identified by the relevant network operator at that storage facility, and

- ii. an entry booking component ("EK"), consisting of the difference between the highest annual entry fee of the transmission products generally available identified by the relevant network operator at the storage facility and the lowest annual entry fee of the transmission products generally available identified by the relevant network operator at that storage facility.
- d. The AK must be divided by the number of days in the year and multiplied by the maximum hourly working gas quantity of the transfers between accounts in kWh/h on one gas day in accordance with Article 4 point 1 and by a factor of 1.4. That then produces the supplementary payment amount Exit fee, in accordance with the following formula: $NZB_{exit} = \frac{AK}{d_j} * \sum_{i=1}^{d_m} \max_{1 \leq j \leq 24} x_{ij} * 1,4$
- e. The EK must be divided by the number of days in the year and multiplied by the maximum hourly working gas quantity of the transfers between accounts in kWh/h on one gas day in accordance with Article 4 point 1 and by a factor of 1.4. That then produces the supplementary payment amount Entry fee, in accordance with the following formula: $NZB_{entry} = \frac{EK}{d_j} * \sum_{i=1}^{d_m} \max_{1 \leq j \leq 24} y_{ij} * 1,4$

NZB_{exit} = supplementary payment amount Exit fee

NZB_{entry} = supplementary payment amount Entry fee

AK = exit booking component [EUR/(kWh/h)/a]

EK = entry booking component [EUR/(kWh/h)/a]

d_m = number of days of the month

d_j = number of days of the year

x_{ij} = hourly booked out working gas quantity on the day i at the hour j [kWh/h]

y_{ij} = hourly booked in working gas quantity on the day i at the hour j [kWh/h]

2. For accounting, astora may also consult the fees published by GASCADE in accordance with the fee information sheet, accessible at <https://www.gascade.de/download/>.
3. The Storage Customer must pay astora the supplementary payment amount Exit fee in accordance with point 1 d from the market area GASPOOL, from which the gas was withdrawn.
4. The Storage Customer must pay astora the supplementary payment amount Entry fee in accordance with point 1 e from the market area GASPOOL into which the gas was injected.
5. If the level of the transfer fees and/or supplementary payment amounts changes due to legal provisions and/or official rulings and/or court decisions, the fees amended according to the legal provisions and/or court decisions shall apply at the time of entry into force of the legal provisions and/or effectiveness of the decision; in the case of changes due to official rulings, the amended fees shall apply as from the point in time of enforceability.

Article 5 Special Provisions for Settlement and Maturity of the Transfer Fee

1. Notwithstanding section 33 Storage Facility Access Conditions, the transfer fee shall be settled as follows:

astora shall invoice the Storage Customer for the supplementary payment amounts to be paid in accordance with Article 5 plus, where applicable, any sales tax due by the 15th working day of the first month following the month to be settled (M + 1 months + 15 working days). The invoice shall contain an aggregated list per gas day of the transfer fees invoiced to the Storage Customer. In the event that sales tax is due, the invoice must be drawn up in such a way that it provides authorization for the deduction of tax. The amount displayed in the respective invoice must be paid to astora with fixed value date no later than the 10th working day following receipt of the invoice by the Storage Customer.

2. If errors are identified in the calculation of invoice amounts or data on which the invoice is based, the overpayment shall be reimbursed by astora or the shortfall subsequently paid by the Storage Customer. Corrections to invoices shall be permitted up to a maximum of 3 years following receipt of the outgoing invoice.
3. Claims shall not be offset against claims of astora unless such claims are not disputed by astora or an enforceable judgment has been rendered in respect of such claims.

Article 6 Term and Special Termination

1. The term of this agreement is set according to the term of the respective storage contract.
2. The Storage Customer may terminate this Supplementary Agreement at any time without providing notice at the end of the calendar year if it no longer wishes to avail itself of discounted fees. When the termination comes into effect, astora shall continue to provide only an undiscounted account for the Storage Customer.
3. This contract shall automatically end if the BEATE stipulation is rescinded.
4. In the event that BEATE is partially rescinded or is amended, each Contracting Party shall be entitled to terminate this Supplementary Agreement when the partial rescindment of or the amendment to BEATE comes into force.

Article 7 Relationship to the Provisions in the Storage Contract

The provisions of this Supplementary Agreement shall supplement the respective storage contracts concluded between the Contracting Parties for the storage facility Jemgum with regard to the management and the settlement of Discounted Accounts in accordance with the BEATE stipulation. The provisions of the storage contract along with its essential elements shall otherwise remain unaffected and shall also apply for this Supplementary Agreement, provided that this Supplementary Agreement does not expressly stipulate otherwise.

The Annex forms an integral part of this Supplementary Agreement.

Annex 1: see Transfer Template

Annex 2: Actual Quantity Load Profile Transfer discounted GASPOOL → discounted TTF

Station number	Station name	Metering point	30011 Customer zero Transfer
1/1/2016	6:00 AM	1	0
1/1/2016	7:00 AM	1	0
1/1/2016	8:00 AM	1	0
1/1/2016	9:00 AM	1	0
1/1/2016	10:00 AM	1	0
1/1/2016	11:00 AM	1	0
1/1/2016	12:00 PM	1	0
1/1/2016	1:00 PM	1	0
1/1/2016	2:00 PM	1	0
1/1/2016	3:00 PM	1	0
1/11/2016	3:00 AM	1	0
1/11/2016	4:00 AM	1	0
1/11/2016	5:00 AM	1	0
1/11/2016	6:00 AM	1	20000000
1/11/2016	7:00 AM	1	20000000
1/11/2016	8:00 AM	1	20000000
1/11/2016	9:00 AM	1	20000000
1/11/2016	10:00 AM	1	22000000
1/11/2016	11:00 AM	1	20000000
1/11/2016	12:00 PM	1	20000000
1/11/2016	1:00 PM	1	20000000
1/11/2016	2:00 PM	1	20000000
1/11/2016	3:00 PM	1	20000000
1/11/2016	4:00 PM	1	20000000
1/11/2016	5:00 PM	1	20000000
....	1	0
1/23/2016	11:00 AM	1	-22000000
1/23/2016	12:00 PM	1	-22000000
1/23/2016	1:00 PM	1	-22000000
1/23/2016	2:00 PM	1	-22000000
1/23/2016	3:00 PM	1	-22000000
1/23/2016	4:00 PM	1	-22000000
1/23/2016	5:00 PM	1	-22000000
1/23/2016	6:00 PM	1	-22000000
1/23/2016	7:00 PM	1	-22000000
1/23/2016	8:00 PM	1	-22000000
1/23/2016	9:00 PM	1	-22000000
1/23/2016	10:00 PM	1	-22000000
1/23/2016	11:00 PM	1	-22000000
1/24/2016	12:00 AM	1	-22000000
1/24/2016	1:00 AM	1	-22000000
1/24/2016	2:00 AM	1	-22000000