

**AGREEMENT
FOR
Transfer of Use of CAPACITY RIGHTS
("Transfer Agreement")**

1. This Transfer Agreement is part of and supplements the **Storage Agreement Jemgum 02.03.2016** between **astora** and the **Storage Customer**.
2. The **Storage Agreement**, including its integral components as defined under § 6 of the **Storage Agreement**, shall fully apply to this agreement, unless explicitly stated otherwise within this agreement.
3. **astora** hereby agrees to make, and **Storage Customer** hereby agrees to accept, a Transfer of Use of capacity rights ("Transfer of Use") to the extent (quantity and duration) defined under in § 2 **Storage Specification Jemgum 02.03.2016**.
4. The Transfer of Use will be executed over the PRISMA European Capacity Platform.
5. Each party represents and warrants that it has entered into the required agreements with PRISMA European capacity platform GmbH (PRISMA) according to PRISMA's General Terms and conditions (GTCs PRISMA) and is not in default with such terms. The Transfer of Use request shall be submitted by means of Over the Counter ("OTC") procedure, according to the PRISMA GTCs. After the conclusion of the **Storage Agreement astora** and **Storage Customer** coordinate in due time when **astora** will upload the Transfer proposal on PRISMA.
6. Moreover each party represents and warrants that it has entered into the required agreements with the relevant transmission system operator according to the transmission system operator's General Terms and conditions (GTCs TSO) and is not in default with such terms.
7. For the whole duration of this Agreement **astora** remains the contractual party of the Capacity Rights towards the relevant transmission system operator and the resulting regulated payment obligations as well as a depositing of securities towards the relevant transmission system operator. The **Storage Customer** only receives the agreed Usage Rights for the Capacity defined in the **Storage Agreement**.
8. **astora** may pass on any restrictions that the capacity right under this agreement may suffer according to the GTCs PRISMA and GTCs TSO to the **Storage Customer** and the **Storage Customer** accepts to bear all such restrictions. The **Storage Customer** in no case can hold **astora** liable for such restrictions.
9. All risks associated with, and the responsibility for all costs (including but not limited to penalties for capacity exceeding) and charges other than the regulated tariffs imposed on or associated with the acceptance and use (or its non-use, as the case may be) of the

Capacity under a Transfer of Use Transaction according to this agreement shall be transferred to the **storage customer**.