

Amendment Jemgum

between

.....

hereinafter referred to as the "**Storage Customer**"

and

astora GmbH & Co. KG
Wilhelmshöher Allee 239
34121 Kassel, Germany

hereinafter referred to as "**astora** "

hereinafter referred to individually and/or jointly as the
"Contractual Counterparty(ies)"

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Article 1 Introduction

This Amendment defines all the details to enable **astora** to provide **Storage Services** in the Jemgum **Storage Location** based on the **Storage Services Agreement** between **astora** and the **Storage Customer** from ... and the Keyed Procedure held by **astora** on the PRISMA Capacity Platform. The **Storage Services** under this Amendment are extra Services which can be added to an already existing **Storage Services Agreement** and require the existence of such **Storage Services Agreement** between **astora** and the **Storage Customer**.

Article 2 Storage Product Definitions

“Weekend withdrawal rate firm”:

Saturday 06:00 a.m. until Tuesday 06:00 a.m.

Temporary incl. transport capacity “GTS entry firm” (see article 6)

“Working days withdrawal rate firm”:

Tuesday 06:00 a.m. until Saturday 6:00 a.m.

Temporary incl. transport capacity “GTS entry firm” (see article 6)

“Weekend injection rate firm”:

Saturday 06:00 a.m. until Tuesday 06:00 a.m.

“Working days injection rate firm”:

Tuesday 06:00 a.m. until Saturday 6:00 a.m.

Article 3 Storage Services / Storage Service fee

Storage Customer contracts the following **Storage Product** according to the Keyed Procedure from

Storage Product: _____

Term: , 06:00 a.m. until ..., 06:00 a.m.

Bid (ID)	No. Bundles	Storage Fee/bundle/runtime
Bid ... (ID ...) €
Bid ... (ID ...) €
Sum Storage Service fee €
Sum	injection rate	... MWh/h
Sum	withdrawal rate	... MWh/h
Sum	transport capacity (entry GTS)	... MWh/h

The **Storage Service Fee** shall be determined by the offers within the respective procedure.

Article 4 Payment

The **Storage Customer** shall be obliged to pay the **Storage Service Fee** for the **Storage Capacities** made available by **astora**. These paying obligations are irrespective of the actual use of the capacity. **astora** will charge payments under this Amendment according to Article 33.2 of the **General terms and conditions for Storage Access**.

Article 5 Schedule of the procedures

Due to the requirements of the products, the “Terms and conditions for participating in auctions held by **astora** via PRISMA Capacity Platform” will be supplemented as follows:

By latest 1 hour after closing of the bidding period on the respective auctioning day, **astora** intends to have informed the **Storage Customer** via Email (“declaration of acceptance”; incl. the signed Amendment) about the extent to that the **Storage Customer’s** offer has been accepted by **astora**. The **Storage Customer** has to confirm the reception of this Email latest 2 hours after closing of the bidding period.

Article 6 Transfer of use of transport capacity rights (GTS entry)

1. **astora** holds capacity rights for the use of gas transmission system connected to the storage location where the **Storage Customer** booked storage capacities from **astora**.
2. **astora** hereby agrees to make, and **Storage Customer** hereby agrees to accept, a Transfer of use of transport capacity rights (Transfer of Use) to the extent (quantity and duration) defined in Article 3. The **Transfer of**

Use will be executed over the PRISMA European Capacity Platform (PRISMA).

3. Each **Contractual Counterparty** represents and warrants that it has entered into the required agreements with **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 procedure, according to the **GTCs PRISMA**.
4. Moreover each **Contractual Counterparty** represents and warrants that it has entered into the required agreements with Gasunie Transport Services B.V. (GTS) according to their General Terms and Conditions (GTCs GTS) and is not in default with such terms.
5. **astora** will make all reasonable effort to upload the transfer proposal on **PRISMA** until 3 p.m. of the day of the keyed procedure. The **Storage Customer** is responsible to make all necessary efforts to accept **astora's** transfer proposal until 6 p.m. at the latest.

astora will notify the **Storage Customer** about the transfer proposal via **PRISMA**. **astora** will exclusively use the Email and the EIC-Code of such person, who made the offer within the Keyed Procedure via **PRISMA**.

6. **astora** is not responsible and cannot be held liable in case of system failures at **PRISMA** or **GTS** that prevent the timely creation and/or execution of the transfer proposal. For the whole duration of this amendment **astora** remains the contractual party of the capacity rights towards the **GTS** and the resulting regulated payment obligations as well as a depositing of securities towards **GTS**. The **Storage Customer** only receives the agreed usage rights for the capacity defined in this amendment.
7. **astora** may pass on any restrictions that the capacity right under this agreement may suffer according to the **GTCs PRISMA** and **GTCs GTS** 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.
8. 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 amendment shall be transferred to the **Storage Customer**. **astora** insofar is entitled to pass paying obligations resulting from these risks on to **Storage Customer**.

Article 7 Relationship to the Provisions in the Storage Service Agreement

The provisions of the **Storage Service Agreement** along with its essential elements shall otherwise remain unaffected and shall also apply for these provisions, provided that these provisions do not expressly stipulate otherwise.

Kassel, Date

astora GmbH & Co. KG

Location, Date

...

Name

Name

Name