



UGS KATHARINA
Erdgasspeicher Peissen GmbH

Annex 3 to the Storage Service Agreement

Storage Specification

Erdgasspeicher Peissen GmbH

(hereinafter referred to as the "**Storage Service Provider**")

Date: 17/11/2017

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UGS KATHARINA
Erdgasspeicher Peissen GmbH

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1. Introduction

- 1.1. This Storage Specification shall form an integral part of the Storage Service Agreement as its Annex 3 and as amended from time to time.

The definitions and terms set out in Article 1 of the Storage Access Conditions (Annex 1 of the Storage Service Agreement) shall apply accordingly if not otherwise defined herein or unless the context requires otherwise.

- 1.2. The Storage Specification specifies and defines the operational parameters applicable to the Storage Facility, in particular, the details and requirements for the provision of Storage Services in view of Bundled Products related to the Storage Facility by the Storage Service Provider.

The Storage Facility is located on the territory of the Republic of Germany and is currently connected to the German pipeline system of ONTRAS Gastransport GmbH in Bernburg. After the commissioning of the above ground facility of the UGS Katharina in approximately 2016 the new Delivery Point of the Storage Facility shall be changed in favour of the then finished grid connection point Bobbau and shall be connected to the network operator GASCADE Gastransport GmbH.

- 1.3. The pipeline to the grid connection point Bobbau with a length of 37 km which connects the UGS Katharina Natural Gas Storage Facility with the JAGAL pipeline system of GASCADE Gastransport GmbH in the Bobbau Region is also integral part of the Storage Facility.
- 1.4. To round the calculations of this Storage Specification up or down the intermediate calculations shall be rounded up or down to four (4) decimal places and the final results to two (2) decimal places. If the fifth (5th) or third (3rd) decimal place respectively should be five (5) or more, the sum shall be rounded up, if it is less than five (5), it shall be rounded down.



2. Storage Services

- 2.1. In view of concluding Storage Service Agreements, the Storage Service Provider offers the Storage Services pursuant to the provisions of the Storage Service Agreement (including its Annexes).
- 2.2. The Storage Customer shall be entitled to inject the Natural Gas and withdraw the Natural Gas at any time during the entire term of the Storage Service Agreement.
- 2.3. The Storage Service Provider offers all types of Storage Services as Bundled and Unbundled Products on a firm and interruptible basis.
- 2.4. The Storage Services offered by the Storage Service Provider shall be subject to the technical restrictions imposed by the operation of the Storage Facility and, in particular, subject to both the Injection and Withdrawal Parameters pursuant to the applicable provisions of this Storage Specification as amended.
- 2.5. The Storage Service Provider provides the Storage Customer with both graphic and tabular surveys on freely available, reserved or firmly booked Storage Capacities through his Storage Portal.

3. Storage Products

- 3.1. Throughout the Open Season Procedure in relation to the Storage Facility the Storage Service Provider shall only offer Bundled Products on a firm basis. After the Open Season Procedure subject to the availability there shall be Bundled and Unbundled Products bookable on a firm and interruptible basis.
- 3.2. Subject to the completion and operability of the Storage Facility the Storage Service Provider aims to provide a Bundled Product that shall be composed of the following parameters in the following relation:



3.2.1 from 01.04.2017, 06:00 hours (CET)

Injection Capacity (maximum):	827 m ³ /h
Withdrawal Capacity (maximum):	1.654 m ³ /h
Working Gas Volume:	1,000,000 m ³

That means that one bundle shall have 1,000,000 m³ (“Bundle”).

The Storage Provider shall be unilaterally entitled to postpone the aforementioned date up to two (2) Years due to delays in the construction of the above ground facility of UGS Katharina by informing the Storage Customer in writing in due time, at least three (3) Month in advance. This information shall fix a new date of application of Article 3.2.2, 1st Sentence. Until this date the parameters in Article 3.2.1 shall remain applicable.

3.3. The following individual types of Bundled Products may be booked:

Tzarina Pack Long-Term

means a Bundled Product with fixed Working Gas Volume, Injection Capacity and Withdrawal Capacity as defined in Article 3.2 hereof with the fixed Storage Period of seventeen (17) Storage Years.

Royal Pack Medium-Term

means a Bundled Product with fixed Working Gas Volume, Injection Capacity and Withdrawal Capacity as defined in Article 3.2 hereof with the fixed Storage Period of full years from six (6) to sixteen (16) Storage Years.

Prince Pack Short-Term

means a Bundled Product with fixed Working Gas Volume, Injection Capacity and Withdrawal Capacity as defined in Article 3.2 hereof with the fixed Storage Period of one (1) to five (5) Storage Years.

3.4. The minimum quantity of the Tzarina Pack Long-Term and Royal Pack Medium-Term shall be two (2) bundles. In case Tzarina Pack Long-term and Royal Pack Medium-Term is only available for a quantity less than the aforementioned quantity, the Storage Service Provider shall be entitled to deviate from this minimum quantity. Prince Pack Short-Term shall be marketed only within the context of an auction proceeding.



3.4.1. If it turns out after conclusion of the relevant Storage Service Agreement that the Storage Service Provider will be unable to provide the Storage Capacity initially agreed by the Parties due to circumstances of the cavern`s construction process, i.e. unforeseeable geological difficulties, the Storage Capacity should be adjusted on a pro-rata allocation mechanism as further described in the table below.

	Contracted		Commissioning	
Storage Capacity 202	25 mln. m ³	100 %	23 mln. m ³	92 %
Customer 1	5 mln. m ³	20 %	4,6 mln. m ³	18,4 %
Customer 2	10 mln. m ³	40 %	9,2 mln. m ³	36,8 %
Customer 3	3 mln. m ³	12 %	2,8 mln. m ³	11,2 %
Customer 4	2 mln. m ³	8 %	1,8 mln. m ³	7,2 %
Customer 5	5 mln. m ³	20 %	4,6 mln. m ³	18,4 %

The adjustment mechanism as described above is only applicable on Storage Service Agreements of which the service period has not yet begun and shall be applied separately for each type of Bundled Products. The Storage Service Provider shall notify the reduction as soon as possible to the Storage Customer in writing.

3.4.2 If it turns out after application of the above mentioned pro-rata allocation mechanism that the adjusted Storage Capacity of the relevant Storage Customer will be less than 90% of the Storage Customer`s initially booked Storage Capacity, the Storage Customer shall have the right to withdraw from the respective Storage Service Agreement within one (1) Month after receipt of the notification of the reduction by the Storage Service Provider. The withdrawal declaration shall be in writing.

3.4.3 Storage Capacities that become free again according to the aforementioned right to withdraw shall be unbindingly offered by the Storage Service Provider (Storage Service Provider-offer) in the following order:

- a) At first to other Storage Customers who have already concluded a Storage Service Agreement with respect to the freeing up type of



Bundled Product (Medium-Term or Long-Term Capacity) applying the pro-rata allocation mechanism, whereby the Storage Service Provider gives priority to those of the other Storage Customers who have submitted their respective Binding Request during the Open Season Procedure at the earliest point in time. In this subsequent non-binding offer the Storage Service Provider shall only offer a quantity of additional Storage Capacity up to the difference between the quantity of the respective Storage Capacity agreed in the concluded Storage Service Agreement and the notified Storage Capacity reduced by application of the aforementioned pro-rata allocation mechanism for the term of the concluded Storage Service Agreement. Storage Customers who are interested in these unbindingly offered additional Storage Capacities shall submit a Binding Request in writing at the latest within fourteen (14) Days after receipt of the Storage Service Provider-offer. The Storage Customer shall not request Storage Capacities deviating from the Storage Service Provider-offer. After receipt of the Storage Customer's Binding Request the Storage Service Provider shall notify the Storage Customer without undue delay about the acceptance or rejection of the request. With the receipt of the declaration of acceptance of the Binding Request by the Storage Service Provider in writing, the respective Storage Service Agreement initially agreed between the Parties shall be modified automatically with regard to these additional of Storage Capacities. The Storage Customer's Binding Request and the Storage Service Provider's declaration of acceptance shall form an integral part of the Storage Service Agreement and shall be attached to it. The Storage Customers are aware that additional Medium-Term Capacities may have terms of six (6) to sixteen (16) years and may have in this regard not have the same term as the respective already concluded Medium-Term Storage Service Agreement. This may lead to yearly different Storage Capacities within the term of the amended Medium-Term Storage Service Agreement.

- b) Afterwards, as far as yearly tranches of freeing up Storage Capacities could not or not be fully marketed pursuant lit. a), to the other Storage Customers who have already withdrawn from their concluded Storage Service Agreement due to the application of the pro-rata allocation mechanism with respect of the type of the freeing up Storage Capacity (Long-Term or Medium-Term Capacity), whereby the



Storage Service Provider gives priority to those of the other Storage Customers who have submitted the respective Binding Request during the Open Season Procedure at the earliest point in time. In this subsequent non-binding offer the Storage Service Provider shall only offer a quantity of Storage Capacities up to the quantity of Storage Capacities up to the same term as bindingly requested by the respective other Storage Customer. Storage Customers who are interested in the receipt of these unbendingly offered additional Storage Capacities shall submit a Binding Request in writing at the latest within fourteen (14) Days after receipt of the Storage Service Provider-offer. The Storage Customer shall not request Storage Capacities deviating from the Storage Service Provider-offer. After receipt of the Storage Customer's Binding Request the Storage Service Provider shall notify the Storage Customer without undue delay about the acceptance or rejection of the request. The acceptance to the Binding Request shall constitute a binding agreement between Storage Service Provider and the Storage Customer for the respective Storage Capacity. The Storage Customer will receive a Storage Service Agreement on pro-rata basis allocated Storage Capacity by the Storage Service Provider.

To the extent freeing up Storage Capacity cannot or not entirely be marketed pursuant the aforementioned regulations, the Storage Service Provider is free to offer and award the respective Storage Capacity otherwise.

- 3.5. The availability of any Storage Service shall be subject to the limitations of the applicable Injection and Withdrawal curves according to Article 7 hereof.
- 3.6. In relation to Unbundled Products if available any Storage Customer may book Injection Capacities, Withdrawal Capacities and Working Gas Volumes in a ratio or a combination at the Storage Customer's sole discretion.
- 3.7. With respect to Interruptible Storage Services the Storage Service Provider may interrupt the Injection and/or Withdrawal Capacities of the Storage Customer completely or partially with at least three (3) Hours' notice.
- 3.8. In case of interruption the Storage Customer shall be refunded the Fixed Storage Fee for the interrupted usage time on a pro rata basis; however, the



refund shall be limited to 50% of the Fixed Storage Fee. This may be offset against the monthly payments.

- 3.9. The limitation of the Injection and/or Withdrawal Curve according to Article 7 hereof shall not apply.

4. Storage Fee (Fixed and Variable Storage Fee)

4.1. By entering into the Storage Service Agreement, the Storage Customer agrees to pay the stipulated Storage Fee (Fixed and Variable Storage Fee for the use of energy) to the Storage Service Provider pursuant to the provisions of this Storage Specification. The Variable Storage Fee is laid down in Article 24.5 of the Storage Access Conditions (Annex 1 to the Storage Service Agreement).

4.2. The Fixed Storage Fee for the Bundled Products according to Article 3.3 hereof shall be:

4.2.1. from 01.04.2017, 06:00 hours (CET)

81,51 EUR/1000m³/Bundle for Tzarina Pack Long-Term

95,89 EUR/1000m³/Bundle for Royal Pack Medium-Term.

The Short Term Tariff is under recalculation and will be published during the relevant subsequent auction in view of Prince Pack Short Term.

The Storage Provider EPG is currently preparing a price adjustment pursuant to Article 5.1.2 of this Storage Specification by way of a unilateral specification of performance at its reasonable discretion in consideration of – inter alia – the project costs that is evaluated with the support of an independent certified accountant as further specified therein. Until the finalization of the evaluation the Storage tariff as described above shall be relevant. Upon finalization of the evaluation the adjusted Storage Tariff shall be notified to the Storage Customers and shall be applied with retrospective effect beginning with April 1, 2017.

4.3. All prices listed above are net prices; any statutory turnover tax that is due shall be charged separately at the applicable tax rate.



- 4.4. In case of a long-term booking of Storage Capacities in the form of the offered Storage Services Royal Pack Medium-Term as per Article 3, the following Tzarina Pack Long-Term Factors shall apply:

contract duration	factor
17 years	0,85

- 4.5. To determine the amount of the Fixed Storage Fee the number of contracted Bundled Products shall be multiplied by the Fixed Storage Fee according to Article 2 hereof and a grand total of all Storage Bundles is formed.
- 4.6. In case Long-term Factors should apply, the Fixed Storage Fee calculated according to Article 4.5 hereof shall be multiplied by the respective factors according to Article 4.4 hereof.
- 4.7. The Fee for Exceeding the Storage Capacities will be calculated daily by using the Tariff for Exceeding the Storage Capacities according to the following Article 4.9 hereof on the basis of the maximum hourly volume which exceeds 100% of the Storage Capacities per Storage Day.
- 4.8. In the case that the Storage Customer's Storage Level is less than zero (0), the Storage Service Provider shall be entitled but not be obliged to buy and to inject Natural Gas which is needed for balancing the Storage Customer's Storage Account. The Storage Customer shall be obliged to pay one hundred and fifty percent (150%) of the purchase price as well as all the related costs.
- 4.9. The Tariff for exceeding the Storage Capacities shall be in case of exceeding the booked
- | | |
|----------------------|---------------------------------------------------------|
| Injection Capacity: | 5,25 EUR/m ³ for every newly started Hour |
| Withdrawal Capacity: | 18,13 EUR/m ³ / for every newly started Hour |
| Working Gas Volume: | 0,25 EUR/m ³ / for every newly started Hour |
- 4.10. All prices listed above are net prices; any statutory turnover tax that is due shall be charged separately at the applicable tax rate.



5. Adjustment of Storage Fee

5.1 By concluding the Storage Service Agreement over a period of more than one (1) Year, the annual Fixed Storage Fee will be subject to an annual price adjustment with effect from the beginning of each Storage Year following the date of conclusion of the Storage Service Agreement. The price adjustment shall apply for the first time on 01.04.2015 with regard to the Fixed Storage Fee pursuant Article 4.2.1 and with regard to the Fixed Storage Fee pursuant Article 4.2.2 on 01.04. in the Year after commissioning of the above ground facility of UGS Katharina as defined below under Articles 5.1.1 - 5.1.4, 5.3:

5.1.1 After commissioning of the above ground facility of UGS Katharina before end of March in 2017, (ii) after full completion and commissioning of the UGS Katharina, which is planned for 2024, therefore presumably in 2025 and (iii) five (5) Years after (ii), therefore presumably in 2030, the Fixed Storage Fee varies automatically and exclusively according to the change in the Index of Producer Prices of Industrial Products (Domestic Sales) based on the annual average value of the calendar year preceding the adjustment date (“Prices. Prices and Price Indexes for Industrial Products (Producer Prices)”, published by the Federal Statistical Office Wiesbaden, in: Technical Volume 17, Series 2; with index basis 2010 = 100), (“Preise. Preise und Preisindizes für gewerbliche Produkte (Erzeugerpreise)”, veröffentlicht durch das Statistische Bundesamt, Wiesbaden, in: Fachserie 17, Reihe 2; mit Indexbasis 2010 = 100).

If the aforementioned index is no longer published by the Federal Statistical Office, Wiesbaden, (Statistisches Bundesamt, Wiesbaden) or published in modified form (e.g. under a new title, based on different base year, etc.), it shall be replaced by a published index that corresponds with it as closely as possible.

5.1.2 a) On or with effect of 01.04.in the Year (i) after commissioning of the above ground facility of UGS Katharina, which is planned before end of March 2017, (ii) after full completion and commissioning of the UGS Katharina, which is planned for 2024, therefore presumably in 2025 and (iii) five (5) Years after (ii), therefore presumably in 2030 the Fixed Storage Fee is only subject to an adjustment based on an unilateral



specification of performance at the Storage Service Provider`s reasonable discretion (“einseitiges Leistungsbestimmungsrecht nach billigem Ermessen”) pursuant to Article 315 of the German Civil Code (BGB). The Storage Customer may seek judicial review of any adjustment under Article 315 (3) of the German Civil Code (BGB).

b) The Storage Service Provider`s unilateral specification of performance may only take into account changes to costs that are relevant to the determination of the Fixed Storage Fee as further described in Article 5.1.3 of this Clause. The relevant cost elements as described in Article 5.1.3 of this Clause are part of a general cost effectiveness study that was provided to the certified accountant Deloitte (hereinafter: “Certified Accountant”) on the date of conclusion of the Storage Service Agreement, at the latest, as the basis for checking the further execution of the Storage Service Provider`s right to unilateral specification of performance. The Storage Service Provider may adjust the Fixed Storage Fee to reflect cost increases. The Storage Service Provider is obliged to adjust the Fixed Storage Fee to reflect cost decreases. When determining the Fixed Storage Fee, the Storage Service Provider is obliged to consider cost increases together with cost decreases and net the increases against the decreases. The Storage Service Provider shall determine the amount of the adjustment to the Fixed Storage Fee such that cost decreases are reflected using the same commercial standards as cost increases. In particular, the Storage Service Provider shall pass on cost decreases no later than cost increases.

Any adaptation of the Fixed Storage Fee with effect on 01.04. of the respective adjustment Years as defined under Article 5.1.2 a), therefore presumably in the Years 2017, 2025 or 2030 in accordance with the present Clause implies that (i) the adaptation is confirmed by the Certified Accountant and (ii) the Storage Service Provider has notified the Storage Customer on the respective adjustment by postal mail at least four (4) weeks prior to the entry into force of the adjusted Fixed Storage Fee pursuant to this Article 5.1.2.

c) Any Storage Customer may at its own costs check the basis of calculation in relation to any of the confirmed adaptations of the Fixed Storage Fee with the help of an expert to be determined by the Storage



Customer while the expert shall be bound to confidentiality. Such check shall explicitly not comprise any evaluation of the appropriateness of any costs (the appropriateness of the costs shall be determined solely by the Storage Service Provider in his sole discretion). The Storage Service Provider shall disclose to the expert determined by the Storage Customer the respective basis of calculation for the respective adjustment if the designated expert gave prior written proof that he is bound to full confidentiality towards the Storage Service Provider in relation to the details of the basis of calculation (also in relation to the respective Storage Customer who mandated him so that the expert shall be explicitly not authorized to disclose any details of the basis of calculation to the Storage Customer). The expert shall only check the correctness of the adjustment and shall inform both, the Storage Customer and the Storage Service Provider, on the results in this respect.

d) In case that the Fixed Storage Fee increases by 15 % or more in relation to the amount of the Fixed Storage Fee in the immediately preceding Year due to the application of this Article 5.1.2, the Storage Customer may terminate the Storage Service Agreement in writing within a notice period of eight (8) weeks upon receipt of the information of the price adjustment by the Storage Service Provider pursuant this Article 5.1.2. The Storage Customer is entitled to terminate the Storage Service Agreement either with effect to the first day of a calendar month, 06:00 hours CEST/CET but not later than 1.04., 06:00 hours CEST/CET of the calendar year following the effective date of the price adjustment. As of the entry into force of the adjusted Fixed Storage Fee and until the effective date of the termination the adjusted Fixed Storage Fee shall apply.

e) The Storage Customer shall be further entitled to terminate the Storage Service Agreement in writing after increase of the Fixed Storage Fee by 15 % or more in relation to the amount of the Fixed Storage Fee in the immediately preceding Year due to the application of this Article 5.1.2 within eight (8) weeks upon disclosure of the respective basis of calculation for the adjustment by the Storage Service Provider to the Storage Customer's independent certified accountant if the Storage Customer has notified the Storage Service Provider in writing within two (2) weeks after receipt of the information of the price



adjustment that he seeks for review and informs the Storage Service Provider at the same time about his appointed and independent certified accountant bound to full confidentiality. Sentences 2 and 3 of lit. d) shall apply accordingly.

5.1.3 The cost elements subject to Article 5.1.2 of this Clause to be reviewed by the Storage Service Provider and confirmed by the Certified Accountant Fixed Storage Fee shall be the related operational expenditures (i.e. without limitation cost of constructing UGS Katharina's above-ground facility, the cost of constructing the cavity to be used for storage, the cost of constructing the storage connection pipeline between the above-ground facility and the Neighboring Network Operator GASCADE Gastransport GmbH at the Bobbau network/storage facility connection point), capital expenditures and other overhead costs as provided to the Certified Accountant on the date of conclusion of the Storage Service Agreement, at the latest.

5.1.4 The Storage Service provider shall ensure that any cost increases that have been already taken into account under a price adjustment pursuant Article 5.1.1 of this Clause not lead again to cost increases as part of a price adjustment under Article 5.1.2 of this Clause.

5.2 The Variable Storage Fee shall be adjusted as defined in Article 24.5 of the Storage Access Conditions (Annex 1 to the Storage Service Agreement).

5.3 Any adjusted Storage Fee shall be mathematically rounded to two decimal places.

6. Time Restrictions

6.1. The Storage Services offered by the Storage Service Provider pursuant to Article 2 hereof shall be subject to the technical restrictions imposed by the operation of the Storage Facility in accordance with both the provisions of the following Article 7.2 hereof and any other technical and time restrictions in accordance with any information made available to the Storage customer by the Storage Service Provider on the Storage Portal or otherwise.

6.2. The following changeover and start-up times shall be required for the operation of the Storage Facility by the Storage Service Provider:



- 6.2.1. Lead time for injection: up to 03:00 hours
- 6.2.2. Lead time for withdrawal: up to 03:00 hours
- 6.2.3. Flow reversal time for injection/withdrawal: normally up from 02:00 to 03:00 hours
- 6.2.4. Flow reversal time for withdrawal/injection: normally up from 02:00 to 03:00 hours
- 6.3. The Storage Service Provider allows the Storage Customer to submit a Re-nomination request which is required to be submitted two (2) hours ahead of the envisaged change. The Storage Service Provider, however, reserves the right to reject the Re-nomination request in exceptional cases for technical reasons. Nevertheless, the Storage Service Provider, is also entitled to accept a Renomination request submitted less than two (2) hours ahead of the envisaged change in case of technical availability.

7. Injection and Withdrawal Parameters

- 7.1. All Storage Services offered by the Storage Service Provider with regard to the Storage Facility are limited by the Injection and Withdrawal Parameters applicable to the Storage Facility.
- 7.2. The following Injection and Withdrawal Parameters applicable to the Storage Facility shall apply to all Bundled Products provided by the Storage Service Provider:

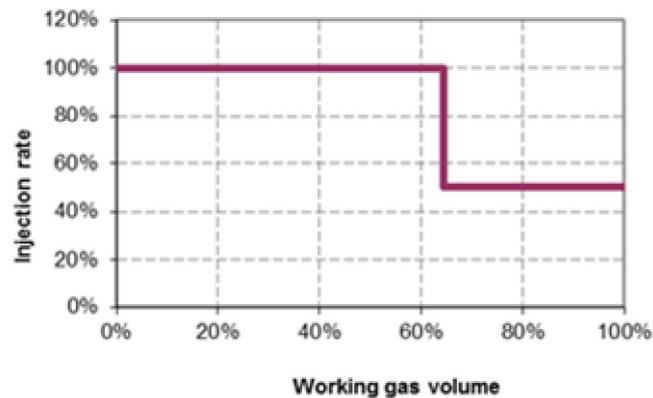
7.2.1 until 01.04.2016, 06:00 hours:

- a) Injection characteristic curve (logic)

The maximum useable Injection Capacity is subject to a characteristic curve restriction with the following curve logic (see figure below). 100% of the Injection Capacity may be used from 0% up to 65% of the specific working gas level. Between 65% and 95% of the working gas capacity the maximum injection service is planned to be 50% of the agreed Injection Capacity. For technical reasons, at a working gas level of 95% and above only interrupted Injection Capacities are possible.

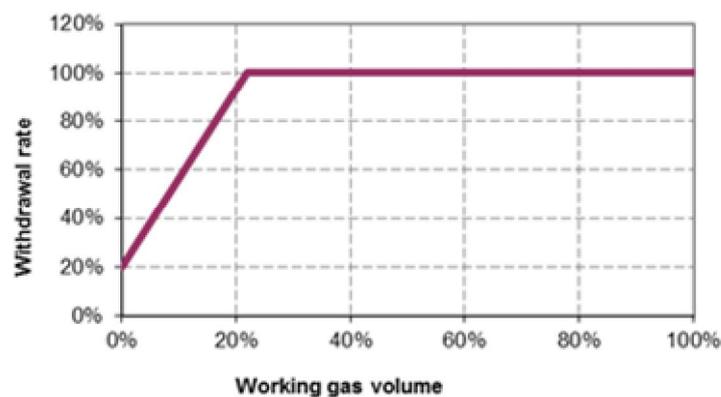


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b) Withdrawal characteristic curve (logic)

The maximum useable Withdrawal Capacity is subject to a characteristic curve restriction with the following curve logic (see figure below). 100% of the Withdrawal Capacity may be used from 100% down to 20% of the specific working gas level. In case the working gas level is below 20% of the total working gas volume the Withdrawal Capacity for technical reasons shall be successively decreased at maximum to 20% of total Withdrawal Capacity.



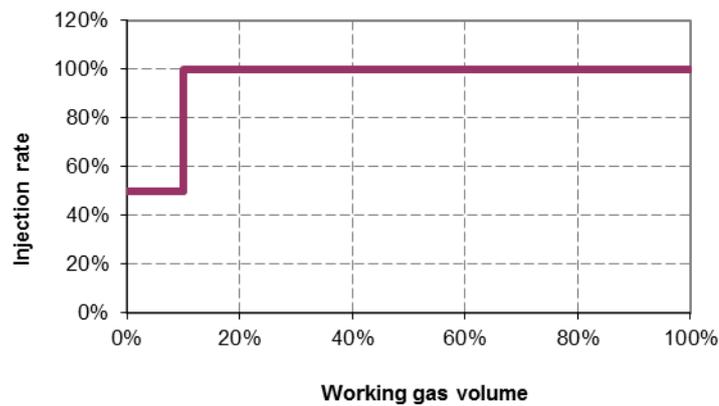
7.2.2 as of 01.04.2016:

a) Injection characteristic curve (logic)

The maximum useable Injection Capacity is subject to a characteristic curve restriction with the following curve logic (see figure below). 100% of the

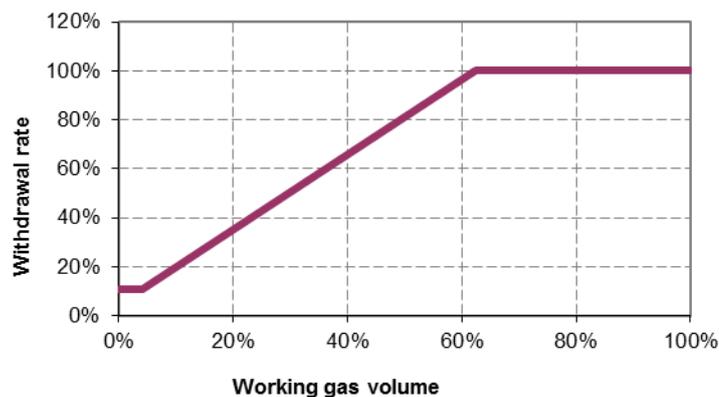


Injection Capacity may be used from 10% up to 95% of the working gas level. Between 0% and 10% of the working gas capacity the maximum injection service shall be 50% of the agreed Injection Capacity. Due to technical reasons, at a working gas level of 95% and above only interrupted Injection Capacities are possible.



b) Withdrawal characteristic curve (logic)

The maximum useable Withdrawal Capacity is subject to a characteristic curve restriction with the following curve logic (see figure below). In case working gas level is above 65 % of the total working gas volume the Withdrawal Capacity is 100 %. In case the working gas level is below 65% of the total working gas volume the Withdrawal Capacity shall be successively decreased for technical reasons at maximum of 10% of the total Withdrawal Capacity. In case the working gas level is below 5% the Withdrawal Capacity is limited to 10%.





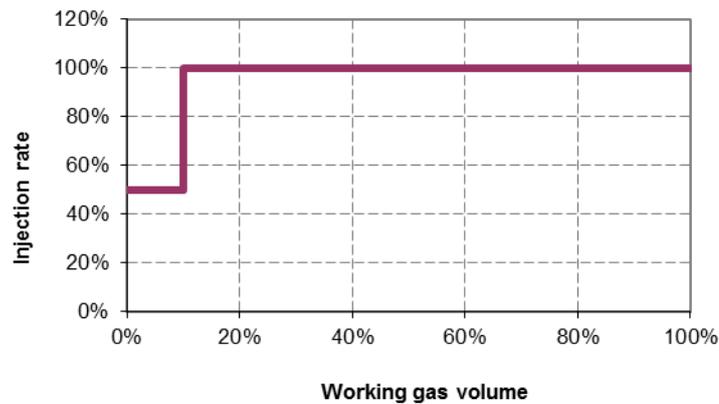
- c) The Storage Provider shall be unilaterally entitled to postpone the aforementioned date up to two (2) Years due to delays in the construction of the above ground facility of UGS Katharina by informing the Storage Customer in writing in due time, at least three (3) Month in advance. This information shall fix a new date of application of Article 7.2.2, 1st Sentence. Until this date the Injection and Withdrawal characteristic curves (logic) pursuant Article 7.2.1 shall remain applicable.
- d) Before the start of the Storage Year 2016/2017 the Storage Service Provider shall publish the Injection and Withdrawal characteristic curves (logic) on the Storage Portal <http://www.ugs-katharina-speicherportal.de>. The same applies with regard to the respective following Storage Years.

7.2.3 after accomplishment of the entire UGS Katharina presumably as of 2024:

The following curves show the planned Injection and Withdrawal characteristic curves (logic) after accomplishment of the entire UGS Katharina, therefore the Injection and Withdrawal Parameters like described below are subject to the technical availability; for clarification, the Storage User has no right to claim for achievement of the planned Injection and/or Withdrawal characteristic curves (target):

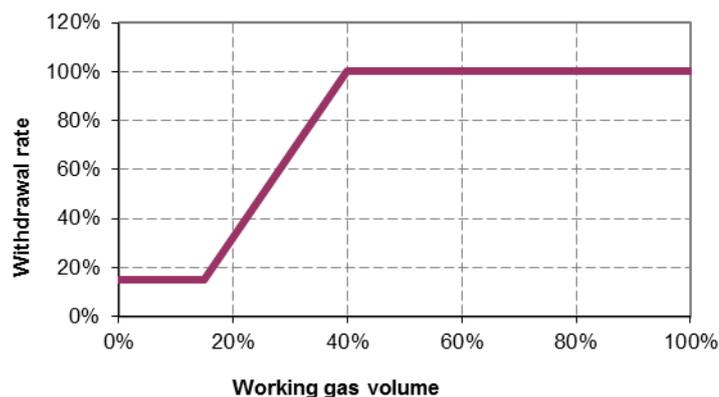
a) Injection characteristic curve (logic)

The maximum useable Injection Capacity is subject to a characteristic curve restriction with the following curve logic (see figure below). With respect to the complete UGS Katharina it is planned that 100% of the Injection Capacity may be used from 10% up to 95% of the working gas level. Between 0% and 10% of the working gas capacity the maximum injection service is planned to be 50% of the agreed Injection Capacity. Due to technical reasons, at a working gas level of 95% and above only interrupted Injection Capacities are possible.



b) Withdrawal characteristic curve (logic)

The maximum useable Withdrawal Capacity is subject to a characteristic curve restriction with the following curve logic (see figure below). In case working gas level is above 40% of the total working gas volume total Withdrawal Capacity to the extent described in Article 3.2.2. shall apply. In case the working gas level is below 40% of the total working gas volume the Withdrawal Capacity shall be successively decreased for technical reasons at maximum of 15% of the total Withdrawal Capacity. In case the working gas level is below 15% the Withdrawal Capacity is limited to 15%.



7.3. The Storage Service Provider shall be entitled to reduce the Injection Capacities in accordance with the Injection Parameters.

7.4. The Storage Service Provider shall be entitled to reduce the Withdrawal Capacities in accordance with the Withdrawal Parameters.



- 7.5. The Storage Service Provider agrees to publish any technical information that may have an adverse effect on both the Injection and Withdrawal Parameters.

8. Delivery Point/Allocation

- 8.1. Delivery Point means the network interconnection point/border crossing point named “UGS Katharina” or similarly from the Storage Facility to the Neighboring Natural Gas Network for the injection/withdrawal of Natural Gas into the Storage Facility. The Delivery Point is initially located at the premises of the UGS Bernburg while the Storage Facility is connected to the network of the operator of ONTRAS – VNG Gastransport GmbH or respectively any other network operator as applicable. After the commissioning of the above ground facility of the UGS Katharina belonging to EPG in approximately 2016 the Delivery Point of the Storage Facility shall be located at the grid connection point Bobbau while the Storage Facility is connected to the network of the operator GASCADE Gastransport or respectively any other network operator as applicable. Delivery Point is an entry/exit point of VTP Gaspool.
- 8.2. During the injection period, the Storage Customer delivers to the Storage Service Provider the Natural Gas quantities to be injected at the Delivery Point of the Storage Facility.
- 8.3. During the withdrawal period, the Storage Service Provider delivers to the Storage Customer the Natural Gas quantities to be withdrawn at the Delivery Point of the Storage Facility.
- 8.4. The Allocation Procedure with regard to the Katharina Natural Gas Storage Facility shall be deemed allocated as nominated.
- 8.5. Upon explicit request of the Storage Customer the Storage Service Provider has to provide via email a Gas Storage Protocol on a monthly basis as information on the current storage level.
- 8.6. In view of the Variable Storage Fee the quantity of power consumed for injection/withdrawal of Gas shall be stipulated in the monthly invoices and the cost of this power shall be itemized in the monthly invoices.



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- 8.7. The Storage Service Provider shall transfer to Storage Customer, by the 5th Day of each Month in which invoicing is undertaken, an injection/withdrawal protocol related to the services rendered in connection with the injection and withdrawal of the Gas.
- 8.8 With regard to the gas quality specifications at the Delivery Points mentioned in this Article 8 hereof, the provisions of the respective network operator pursuant Article 8.1 shall apply accordingly.