

Framework Contract for
Day-Ahead Product
of Storengy Deutschland GmbH

(“*DA-Framework Contract*”)

as of 11 February 2014

Preliminary Statements

The provisions and/or definitions set out in the General Terms and Conditions of Storengy Deutschland GmbH (“*Storengy*”) as of September 23rd, 2013 for the storage of gas quantities and its attachments (“*GTC*”), shall form an integral part of this *DA-Framework Contract* and shall be applicable mutatis mutandis unless otherwise explicitly stated in this *DA-Framework Contract*.

In the event of discrepancies and/or contradictions between the provisions and/or definitions of this *DA-Framework Contract* and the provisions and/or definitions of the *GTC* the provisions of this *DA-Framework Contract* shall prevail.

In the event of discrepancies and/or contradictions between the provisions and/or definitions of this *DA-Framework Contract* and the provisions and/or definitions of an executed Day-Ahead Product Agreement (“*DA-Agreement*”) according to the specimen attached to this *DA-Framework Contract* the provisions of this *DA-Agreement* shall prevail.

DA-Agreements may only be concluded by *storage customers* who have already concluded a *storage contract* with *Storengy* for the same *storage* concerned by the intended *DA-Agreement* and with a *start date* prior or simultaneously to the *start date* of the respective *DA-Agreement*. The conclusion of a *DA-Agreement* between *storage customer* and *Storengy* shall not affect the terms and conditions of any *storage contract* of *storage customer*.

Defined terms are set forth in italics. References to the singular include the plural and vice versa unless otherwise explicitly stated or result from the context.

1. Prerequisites

Conclusion and provision of a *DA-Agreement* shall be subject to the following prerequisites being fulfilled:

- (a) *Storage customer* has concluded a *storage contract* with *Storengy* for the same *storage* concerned by the intended *DA-Agreement* and with a *start date* prior or simultaneously to the envisaged *start date* of the respective *DA-Agreement*;
- (b) *Storage customer* and *Storengy* have executed a *DA-Agreement* according to the specimen attached to this *DA-Framework Contract* by online booking of a Day-Ahead Product (“*DA-Product*”) via a special access tool on *Storengy*’s

website (“*Storage Portal*”), subject to the respective operating manual (“*DA-Operating Manual*”);

- (c) *Storage customer* within the *storage contract* to which the respective *DA-Agreement* refers has not agreed with *Storengy* on a *nomination* replacement procedure subject to Section III, paragraph 12 of the *operating manual storage*.

2. Scope of Service

- (a) The *DA-Product* consists of a firm (“*DAf*”) or interruptible (“*DAi*”) additional *injection* and/or *withdrawal rate* that can be booked by *storage customer* on a Day-Ahead basis.
- (b) *DA-Product* shall be booked via the *Storage Portal* on the basis of the available *storage rates* published by *Storengy* on its website.
- (c) *Storage customer* shall be entitled to book *DAi* provided that no *DAf* is available.

3. Price

- (a) *DA-Product* shall be charged to *storage customer* in terms of a Day-Ahead price (“*DA-Price*”) based on the following formula:

$$P(\text{€/MWh}) = a * \text{spread DA/MA}$$

whereby:

- **a** = fixed term as defined in the *DA-Agreement*
- **DA** = Day-Ahead quotation on D-1 optionally on TTF or NCG or GASPOOL
- **MA** = Month-Ahead quotation on D-1 optionally on TTF or NCG or GASPOOL

Option for one of the three market places shall be executed by *storage customer* upon conclusion of a *DA-Agreement* by ticking the respective box in the *DA-Agreement* (“*Price*”). The quotations of DA and MA shall be derived from the same market area.

For the avoidance of doubt D shall be the *gas day* on which the *DA-Product* is provided.

The **DA** shall be the average of the bid and offer prices quoted for *gas day* D as listed in the table “TTF Price Assessment” or the table “NCG Price Assessment” or the table “GASPOOL Price Assessment” of the report “European Spot Gas Markets” published by ICIS Heren on the last trading day before D, expressed in units of EUR/MWh. Should a DA quotation not be published on D-1, the quotation on the last business day immediately prior to D-1 shall be taken into consideration.

The **MA** shall be the average of the bid and offer prices quoted for month M (i.e. period “Month-Ahead”, which is the month following the month in which D-1 lies) as listed in the table “TTF Price Assessment” or the table “NCG Price Assessment” or the table “GASPOOL Price Assessment” of the report “European Spot Gas Markets” published by ICIS Heren on the last trading day before D, expressed in units of EUR/MWh. Should a MA quotation not be published on D-1, the quotation on the last business day immediately prior to D-1 should be taken into consideration.

- (b) A minimum price (“ P_{\min} ”) shall apply to the *DA-Product* for both additional *injection* and *withdrawal rates*. The value for P_{\min} is defined in the *DA-Agreement*.
- (c) Additionally to the price for the *DA-Product* an operational price shall apply for each MWh injected on the basis of the *DA-Product*. MWh injected on the basis of a *DA-Product* shall not be considered when determining the turn over under the *storage contract* to which the *DA-Product* refers. The value for the operational price is defined in the *DA-Agreement*.

4. Allocation rules

For DAf

- (a) *DAf* will be allocated on a “first come, first-served” basis.
- (b) *Storage customer* shall receive, without undue delay, a confirmation from *Storengy* on the amount of *DAf* he could be allocated

For DAi

Should a need for interruption occur:

- (a) *DAi* shall be interrupted prior to any *interruptible bundled storage product* and/or *interruptible unbundled storage product* and/or *partly firm bundled storage product* contracted by any *storage customer*
- (b) *DAi* provided by *Storengy* to multiple *storage customers* shall be interrupted on a pro-rata basis of each *storage customer's* share in the total *DAi nominations*.

5. Invoicing and payment

- (a) The firm *DA-Price* shall be invoiced from *Storengy* to *storage customer* based on the booked *injection* and/or *withdrawal rates*.
- (b) The interruptible *DA-Price* shall be invoiced from *Storengy* to *storage customer* based on the effectively used *injection rates* and/or *withdrawal rates*.

- (c) For invoicing and payment of the *DA-Price*, Section 12.2 to 12.8 of the *GTC* shall apply, resulting in an invoicing by the 15th calendar day of the calendar month following the *gas month* of the provision of the *DA-Product* (subject to subsections 12.2.1 and 12.2.2).

6. Amendment

Storengy shall have the right to adjust the pricing according to Section 3. of this *DA-Framework Contract* by giving ninety (90) days' written notice thereof ("*re-indexation period*") to *storage customer*. *Storage customer* may decline such adjustment in writing within thirty (30) days after receipt of said notice from *Storengy* whereupon the *DA-Agreement* shall terminate with effect as of the first *gas day* of the month following the expiry of the *re-indexation period*. However, the application of Section 23 of the *GTC* shall remain unaffected.

7. Term and Termination

Each *DA-Agreement* shall come into effect upon signature by both contracting parties subject to an implementation period defined in the *DA-Agreement* if applicable. The provision of the *DA-Product* shall commence upon the *start date* specified therein. For the avoidance of doubt, the implementation period pursuant to Section 3.2 of the *GTC* shall apply.

Each *DA-Agreement* shall terminate upon the *end date* specified therein or upon termination of the last *storage contract* of *storage customer* operated under the *shipper code* specified therein, as the case may be.

DA-Agreement interruptible
(“DAi-Agreement”)

DAi-Agreement No. _____

between

Storengy Deutschland GmbH, a company existing under the laws of Germany, registered at the Local Court in Berlin-Charlottenburg under HRB 134235 B having its registered office at Zimmerstraße 56, 10117 Berlin

hereinafter referred to as “*Storengy*”

and

Storage customer

hereinafter referred to as “*storage customer*”

Storengy and *storage customer* hereinafter commonly referred to as “*Parties*”.

Recitals

The provisions and/or definitions set out in the Framework Contract for Day-Ahead Product as of 11 February 2014 (hereinafter referred to as "*DA-Framework Contract*") and the General Terms and Conditions of *StoreD* for the storage of *gas* quantities as of September 23rd, 2013 (hereinafter referred to as "*GTC*") shall form an integral part of this *DAi-Agreement* and shall be applicable mutatis mutandis unless otherwise explicitly stated in this *DAi-Agreement*.

In the event of discrepancies and/or contradictions between the provisions and/or definitions of this *DAi-Agreement* and the provisions and/or definitions of the *DA-Framework Contract* the provisions and/or definitions of this *DAi-Agreement* shall prevail.

1. Scope of Service

Notwithstanding Article 2 of the *DA-Framework Contract*, *storage customer* shall be entitled to nominate on an interruptible basis quantities of *gas* in excess of up to 50 % of its respective *storage rate* contracted under a *storage contract*.

2. Service Period

The provision of *DAi* by *Storengy* to *storage customer* pursuant to the *DA-Framework Contract* shall commence on _____, 6.00 (CET/CEST) a.m. and shall end on May 1st, 2014, 6.00 (CET/CEST) a.m..

3. Price

The value for the term "a" in the pricing formula pursuant to Article 3 a) of the *DA-Framework Contract* shall be equal to 0,50.

The value for P_{\min} pursuant to Article 3 b) of the *DA-Framework Contract* shall be equal to 0,30.

The value for the operational price pursuant to Article 3 c) of the *DA-Framework Contract* shall be equal to 0,48.

Storage customer opts for the DA and MA quotations on the following market place:
[Please tick the corresponding box]

- TTF
- NCG
- GASPOOL

4. Shipper Code

The *shipper code* applicable to this *DAi-Agreement* is: _____

5. Term of Agreement

This *DAi-Agreement* shall come into full force and effect by signature of both *Parties* and shall end on the *end date* as set out in Article 2 of this *DAi-Agreement* or upon the termination of the last *storage contract* of *storage customer* operated under the *shipper code* specified in Article 4 of this *DAi-Agreement*, whichever occurs first. In any case this *DAi-Agreement* shall terminate on May 1st, 2014, 6.00 (CET/CEST) a.m..

Storage Customer

Storengy Deutschland GmbH

Signatory 1 Signatory 2

Signatory 1 Signatory 2

Location, date

Berlin, date