

*This is an English courtesy translation of the original documentation prepared in German language. Please consider that only the original version in German language is legally binding and prevails.*

**Storage Access Agreement**  
**concerning**  
**Priority Interruptible Storage Capacity**  
**(mPu - Product from auction taking place 30. June 2022 14:00 CET)**

by and between

Company name

Street and number

00001 City or town

hereinafter referred to as the "Residual Customer"

and

Trianel Gasspeicher Epe GmbH & Co. KG

hereinafter referred to as "TGE"

referred to below individually and / or collectively as the "Parties"

## **Recitals**

TGE operates a natural gas storage cavern at its Epe location.

TGE offers bundled storage capacity (storage bundles) and unbundled storage capacity (injection and / or withdrawal capacity and / or working gas volume) on a firm or interruptible basis. Prices quoted for interruptible storage capacity are essentially based on the prices for firm storage capacity and are adjusted accordingly to take into account the (relatively low) risk of interruption. In order to make more efficient use of available storage capacity, TGE has also decided to market additional unused storage capacity, which is referred to as residual capacity, with a higher probability of interruption at a (lower) price to be determined on the basis of a public bidding procedure. The Residual Customer is interested in contracting for such residual capacity with TGE. The use of residual capacity is subordinate to general access to the gas storage facility, i.e., in the event of disruption or curtailment of storage operation or

operation of the facility at maximum capacity, the Residual Customer's service will be interrupted not only prior to interruption of the service of storage customers who have booked firm capacity but also prior to interruption of the service of storage customers who have booked interruptible capacity pursuant to the General Terms & Conditions for access to the gas storage facility.

Now, therefore, the Parties agree as follows as regards access to the gas storage facility by the Residual Customer:

**§ 1 General Terms & Conditions**

The "General Terms & Conditions for Access to the Gas Storage Facility" of TGE (hereinafter referred to as: "General Terms & Conditions" represent an integral and inseparable part of this agreement. The General Terms & Conditions in effect at the time of conclusion of the agreement may be consulted at the website of TGE (www.trianel-gasspeicher.com) and will also be sent to the Residual Customer by postal mail upon request. No other agreements will be valid even if TGE fails to expressly object to such agreements.

**§ 2 Subject Matter of the Agreement**

1. TGE agrees to reserve for the Residual Customer the number of storage lots specified in **Annex 1** for storage in the Epe storage facility for the storage period specified therein as well as storage injection and withdrawal capacity at the points of receipt and delivery specified in **Annex 1** and to perform the related storage and system services. The storage lots will have the following specifications:

Priority interruptible injection capacity	200 MW
Priority interruptible withdrawal capacity	400 MW
Interruptible working gas volume:	35.000 MWh

2. The scope and content of these obligations are based on the content of this agreement and the corresponding General Terms & Conditions, including the respective appendices. The Residual Customer is the storage customer within the meaning of the General Terms & Conditions. However, special conditions agreed to under § 4 below will take preference over the General Terms & Conditions. Procurement of the grid transmission capacity (injection and withdrawal capacity) required for the use of the storage capacity will be the responsibility of the Residual Customer and does not fall under this agreement.

3. The Residual Customer agrees to use the storage capacity in compliance with the provisions of this agreement and the General Terms & Conditions, including those of the respective appendices, and

to pay the remuneration specified in subsection 1 of § 3 for the storage capacity booked and furnish the security specified in **Annex 1**.

### **§ 3 Remuneration, Price Adjustment**

1. The remuneration to be paid by the Residual Customer consists of the price from public bidding procedure in lieu of the fixed storage fee (*Leistungspreis*) and the system services fee (Systemdienstleistungsentgelt) within the meaning of the General Terms & Conditions plus the variable storage fee for injection / withdrawal pursuant to the “Appendix D Product and Price List of the General Terms & Conditions for Access to the Gas Storage Facility of Trianel Gasspeicher Epe GmbH & Co. KG (Version 2022/05)” and the reference heating value which is published on the TGE-website ([www.trianel-gasspeicher.com](http://www.trianel-gasspeicher.com)). The variable storage fee for injection for the storage year 2022/2023 amounts  $0,00534 \text{ Euro/m}^3 / 11,42 \text{ kWh/m}^3 = 0,468 \text{ €/MWh}$ . The discount of “support anticyclical use of the storage products” analogue “Appendix D – Product and Price List” lit. c 2. paragraph of the General Terms & Conditions (Version 2022/05) will be granted. The remuneration to be paid by the Residual Customer for the storage capacity booked under this individual agreement is shown in **Annex 1** to this agreement.
2. The remuneration will not be adjusted during the storage period. In the event of repeated or continuous interruption of the interruptible working gas volume, the remuneration may be reduced in accordance with Section 4 (5) of this Agreement.
3. The variable storage fee for injection has been adjusted annually analogue the in “Appendix D – Product and Price List of the General Terms & Conditions (version 2022/05) mentioned price adjustment. The first price adjustment will take place on 01 April 2023. When TGE is offering a reduced variable storage fee for injection / withdrawal analogue “Appendix D Product and Price List of the General Terms & Conditions” for its Storage customers, as it might be by using the price adjustment, the Customer of the Residual Product will also participate in the reduced variable storage fee for injection / withdrawal. The in each case valid General Terms & Conditions are published on the TGE website ([www.trianel-gasspeicher.com](http://www.trianel-gasspeicher.com)). The Customer of the Residual Product will be informed of each change of the variable storage fee for injection or the reference heating value.

### **§ 4 Special Conditions**

1. The special conditions set forth below for the use of the residual capacity contracted under this storage agreement will prevail over the General Terms & Conditions.
2. TGE may interrupt, partially or completely, the use of the residual injection and/or withdrawal capacity contracted under this agreement in the case of interruption or curtailment of storage operation (e.g., in the case of disruption) or in the event the facility is in operation at maximum capacity not only prior to interruption of the service of storage customers who have booked firm

capacity but also prior to interruption of the service of storage customers who have, pursuant to the General Terms & Conditions (GTC) for access to the gas storage facility, booked interruptible capacity or who use interruptible capacity in accordance with Article 17a clause 3 lit. d sentence 2 of the GTC. Notification of interruption of residual services will not include mention of specific reasons. Notification will include the scope of interruption and the anticipated duration and will be delivered to the Residual Customer by no later than three hours prior to commencement of the interruption.

3. Notwithstanding subsection 3 of Appendix C, the Residual Customer will be under no obligation to maintain a minimum inventory (*"Mindestfüllstand"*) for the customer's interruptible working gas volume. Article 17a of the GTC shall not apply to the Residual Customer's interruptible working gas volume. The interruptible working gas volume may be interrupted by TGE insofar and as soon as TGE can foresee that the gas storage will actually be used either by the storage customers who have booked firm working gas volume or by the market area manager (Marktgebietsverantwortlichem) in accordance with Article 35b clause 5 EnWG or by the storage customers to whom Article 17a clause 3 lit. d sentence 2 of the GTC apply to an extent that would preclude parallel use of the interruptible working gas volume by Residual Customers. Notification will include the scope of interruption, the time of commencement and the anticipated duration. In the case of notification made prior to 3:00 p.m., interruption will take place at the very earliest as of the end of the current gas day. If notification is made after 3:00 p.m., interruption will take place at the very earliest as of the end of the following gas day. The Residual Customer will ensure that its gas inventory at no time exceeds its reduced working gas volume in the case of such an interruption and will in a timely manner upon receipt of notification of an interruption withdraw gas already in storage to the extent necessary to comply with the reduction in working gas volume. The Residual Customer will as of commencement of the interruption be accorded a period of one gas day to withdraw the gas inventory to be removed from storage due to the interruption. Insofar as the Residual Customer requires a higher withdrawal rate to remove the gas than contracted under subsection 2 of § 2 above, TGE will make further withdrawal capacity available insofar as possible. § 16 of the General Terms & Conditions will apply accordingly in the case of failure on the part of the Residual Customer to comply with the reduction in the working gas volume despite such withdrawal capacity.
4. In case of interruption in accordance with subsection 1 (injection and withdrawal capacity) or subsection 2 (working gas volume) Residual Products booked by Residual Customers under the same bidding procedure, will be interrupted to the same proportion. In case capacities have been booked under different bidding procedures, Residual Products booked under the earlier bidding procedure will be considered with priority over capacities from the later bidding procedure. Thus, capacities from the later bidding procedures ending at 2 p.m. (CET) on 30 June 2022 will be interrupted before the capacities from the earlier bidding procedures ending at 11 a.m. (CET) on 30 June 2022.

5. If during the Storage Period the interruptible working gas volume is interrupted for a period of more than 2,190 hours cumulatively, the remuneration to be paid by the Residual Customer shall be reduced by 50% for each further interruption pro rata temporis, i.e. from an interruption of 2,191 hours onwards by 0.5/8,760 of the price from the public bidding procedure for each further hour of interruption. If the working gas volume is only proportionately interrupted, the period of interruption shall be counted proportionately with the corresponding percentage of interruption, i.e. an interruption of 30% of the contracted working gas volume for the duration of ten hours shall be deemed an interruption for the duration of three hours for the purposes of the above calculation.
6. Rights agreed under this agreement may not be assigned to other storage customers, and the same applies accordingly as regards the acquisition of injection or withdrawal capacity from other storage customers. The Residual Customer may, however, acquire natural gas inventory from other storage customers. A transfer of natural gas inventory by the Residual Customer to other storage customers may be permitted by TGE. Such transfer shall be permitted if it takes place within the last seven days before the end of the contract period. Outside of this period, TGE will allow the residual customer to transfer natural gas inventory to another storage customer on a case-by-case basis, provided that such transfer cannot result in restrictions on the firm injection capacity of those storage customers who have booked firm working gas volumes. Any such assignment permitted must be made pursuant to the provisions contained in § 7 of the General Terms & Conditions.
7. A transfer of firm working gas volumes of other storage customers to the Residual Customer shall only be allowed if such storage customers previously sign the declaration attached as Annex 2. The Residual Customer is obliged to maintain an individual storage inventory at a level of at least 80 % for the firm working gas volume acquired in the period from 01.08., 6:00 a.m. to 01.11., 6:00 a.m. and at a level of at least 10 % throughout the remaining period. § 17 of General Terms & Conditions will apply accordingly. A transfer of firm working gas volumes to the Residual Customer shall only be effective for periods in which the overall storage inventory of the storage facility is more than 50 %. If the overall storage inventory of the storage facility falls below the threshold of 50 %, TGE notifies the Residual Customer and the Storage Customer from whom the firm working gas volume was transferred and announces the retransfer of the firm working gas volume. If a notification is made before 3 p.m., the retransmission of the firm working gas volume shall become effective at the end of the current gas day, if the notification is made after 3 p.m., the retransmission shall become effective at the end of the following gas day. The Residual Customer shall ensure that its natural gas inventory does not exceed at any time its working gas volume reduced by such retransmission. The above para 3 sentences 4-7 shall apply accordingly.

## **§ 5 Addresses and Contact**

1. The Residual Customer and TGE will exchange contact addresses to be used for the purposes of communication. The Residual Customer will guarantee uninterrupted availability of a contact person for questions in connection with the performance of the agreement such as nomination, matching and allocation.

2. The following individuals appointed are hereby appointed as contact persons by the Residual Customer:

Name:

Position:

Company:

Address:

Telephone:

Facsimile:

E-mail:

3. The contact persons named in **Annex 3** to this individual agreement are hereby appointed by TGE.

## **Annex 1**

1. Number of storage lots:

2. Points of receipt and delivery, shipper code

The following points of receipt and delivery are available to the storage customer:

### **Points of receipt**

Marktgebiet THE (Trading Hub Europe) H-Gas der Open Grid Europe GmbH "Gronau-Epe H1 [8520E]"

Marktgebiet THE (Trading Hub Europe) H-Gas der Thyssengas GmbH "Epe III (UGS-E) [01210003]"

### **Points of delivery:**

Marktgebiet THE(Trading Hub Europe) H-Gas der Open Grid Europe GmbH "Gronau-Epe H1 [8520]"

Marktgebiet THE (Trading Hub Europe) H-Gas der Thyssengas GmbH "Epe IV (UGS-A) [01110021]"

### **Shipper codes:**

Internal shipper (Open Grid Europe):

Internal shipper (Thyssengas):

External shipper:

3. Balancing group number:

4. Storage period: 01/04/2023 06:00 a.m. – 01/04/2024 06:00 a.m.

5. Remuneration

a. Fixed storage fee: €

b. Variable storage fee for injection of natural gas transferred (conditional adjustment regarding § 3 numeral 3 – General Terms & Conditions):

01/04/2023 06:00 a.m. – 01/05/2023 06:00 a.m.:

$$50\% \text{ of } 0,00534 \text{ €/m}^3 / 11,42 \text{ kWh/m}^3 = 0,234 \text{ €/MWh}$$

01/05/2023 06:00 a.m. – 01/11/2023 06:00 a.m.:

$$0,00534 \text{ €/m}^3 / 11,42 \text{ kWh/m}^3 = 0,468 \text{ €/MWh}$$

01/11/2023 06:00 a.m. – 01/04/2024 06:00 a.m.:

$$50\% \text{ of } 0,00534 \text{ €/m}^3 / 11,42 \text{ kWh/m}^3 = 0,234 \text{ €/MWh}$$

6. Security

a. Amount of security:

b. Nature of security:



## **Annex 2**

### **Declaration regarding the transfer of firm working gas volume to residual customers**

The Storage Customer

[Company, contact person, address]

intends to transfer firm working gas volume to a residual customer of Trianel Gasspeicher Epe GmbH & Co. KG ("TGE").

Notwithstanding § 7 of the General Terms and Conditions for Storage Access of TGE, a transfer of firm working gas volume to a residual customer of the TGE shall only be effective for periods in which the overall storage level exceeds 50 %.

If the overall storage level falls below the threshold of 50 %, TGE notifies the residual customer and the Storage Customer from whom the firm working gas volume was transferred and announces the retransfer of the firm working gas volume. If a notification is made before 3 p.m., the retransmission of the firm working gas volume shall become effective at the end of the current gas day, if the notification is made after 3 p.m., the retransmission shall become effective at the end of the following gas day.

The Storage Customer hereby expressly declares to TGE that it has been informed about and accepts this limitation.

[Date, Signature]

## Annex 3

### 1. Contract management

Dispatching 24/7 Hotline

T: +49 (151) 513 80 696

F: +49 (321) 241 32 030

M: [dispatching-tge@trianel.com](mailto:dispatching-tge@trianel.com)

Address: Trianel GmbH - Kaufmännische Betriebsführung Speicher

Krefelder Strasse 203

52070 Aachen

Germany

### 2. Capacity booking

T: +49 (151) 513 80 696

F: +49 (321) 241 32 030

M: [dispatching-tge@trianel.com](mailto:dispatching-tge@trianel.com)

Address: Trianel GmbH - Kaufmännische Betriebsführung Speicher

Krefelder Strasse 203

52070 Aachen

Germany

### 3. Trianel Gasspeicher Epe GmbH & Co. KG

T: +49 (2565) 407 41 10

F: +49 (2565) 407 41 25

Address: Trianel Gasspeicher Epe GmbH & Co. KG

Krefelder Strasse 203

52070 Aachen

Germany

Web: [www.trianel-gasspeicher.com](http://www.trianel-gasspeicher.com)