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Storage Contract

Between

MET Speicher GmbH
Große Gallusstraße 18 (Omniturm)
60312 Frankfurt am Main

(hereinafter referred to as "MET Speicher")

and

Storage Customer
street
post code, city

(hereinafter referred to as the "Storage Customer")

(hereinafter individually referred to as the "Contracting Party" and jointly as the "Contracting Parties")

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Preamble

MET Speicher is the operator of a gas storage facility, "Reckrod" at 36132 Eiterfeld, Ortsteil Wölf, Paul-Tosse Straße 6-8, that is connected to the terranets bw GmbH regional distribution network. Furthermore, MET Speicher is the operator of a gas storage facility in "Etzel" at 26446 Friedeburg (District of Etzel), which is connected to the Norddeutsche Erdgas Transversale "NETRA" Transmission Systems as well as to the Gasunie Transport Services (GTS) network via the Bunde-Etzel-Pipeline "BEP" storage connection pipe. The gas is stored respectively in salt caverns. The Storage Customer would like to have gas quantities injected or withdrawn by MET Speicher and stored in the caverns for a certain period of time. MET Speicher is willing to make storage capacity available to the Storage Customer in one of the two storage facilities in coordination with the Storage Customer and to provide the services required for carrying out the storage.

Subject to this, the Parties agree the following:

Sec. 1 Object of the Contract

- (1) Insofar as is technically possible, MET Speicher undertakes to reserve capacity for the storage of gas in accordance with the Storage Contract and to accept the gas made available for injection as required in accordance with the regulations of this Storage Contract and to store this at the storage facility, and to make the gas withdrawn from the storage facility available to the Storage Customer as well as to provide the system services required to do so. MET Speicher is entitled to engage third parties to fulfill its obligations according to this contract.
- (2) In the case of storage at the Reckrod gas storage facility, the Storage Customer undertakes to deliver the gas to be stored to MET Speicher in accordance with the Storage Contract to the exit point from the regional distribution network of Gas-Union Transport GmbH and to accept it again at the entry point to the regional distribution network of Gas-Union Transport GmbH. In the case of storage at the Etzel gas storage facility, the Storage Customer undertakes to deliver the gas to be stored in accordance with the Storage Contract to MET Speicher at one of the local exit points of the Transmission System and to accept it again at the entry point to such a Transmission System. The Storage Customer shall guarantee the delivery and acceptance of the energy quantities in the nominated amount. The Storage Customer is to pay the remuneration agreed in Sec. 4.
- (3) The storage customer is entitled to use already booked capacities for the storage of bio natural gas. The capacities can be assigned in whole or in part to a biogas account. For this purpose, the storage amount shall be divided into a natural gas account and a bio natural gas account for an individually specified period as part of an additional agreement. The storage customer can freely

determine which capacities of the storage contract are used for the natural gas account and which for the bio natural gas account. For the additional agreement, only a one-off service fee will be charged. The nominations between the bio natural gas balancing group and the bio natural gas storage account are made via a separate shipper code. This ensures the complete documentation of the bio natural gas according to the Gas Network Access Ordinance.

- (4) Terms and Conditions of Storage Access in the version from 01 January 2021 (hereinafter: "Terms and Conditions") apply for this contract.**

Sec. 2 Nomination, Delivery, Acceptance, Working Gas Account, Measurement

- (1) The Storage Customer is obligated to nominate the gas quantities intended for injection or withdrawal respectively to MET Speicher in accordance with the regulations listed in Annex 3 to the Storage Contract ("gas qualities and regulations on nomination, allocation and measurement of gas quantities"). MET Speicher shall carry out the measurement of the gas injected into and withdrawn from the respective gas storage.
- (2) The Storage Customer is not entitled to inject or withdraw the nominated injection or withdrawal rates, if this breaches laws, enforceable official directives, court decisions or other safety provisions.
- (3) For injection into the respective storage facility the Storage Customer shall deliver the gas to MET Speicher in the case of storage in Reckrod, from the regional distribution network of Gas-Union Transport GmbH and, in the case of storage in Etzel, from the Transmission System there, and shall accept the gas withdrawn by MET Speicher.
- (4) The Storage Customer shall make the gas to be injected available at the respective storage injection point and shall ensure that all taxes and contributions have been paid in regard to the gas provided.
- (5) MET Speicher administers separate working gas accounts for the gas to be stored for every storage facility for which the Storage Customer has concluded at least one Storage Contract and separate working gas accounts, in which the balance of gas quantities injected and withdrawn is managed. MET Speicher shall inform the Storage Customer at the end of the month of the current status of the working gas volumes used.



- (6) The Storage Customer is obligated to withdraw up to the amount of working gas volumes it has booked, if this is stipulated by law, enforceable official directives, court decisions or other safety provisions or if this arises from this contract.
- (7) The Storage Customer is obligated to have withdrawn its working gas in full at the end of the contractually agreed storage utilization. **If the Storage Customer fails to meet this obligation, so that after the term of contract has ended, as a result of incomplete withdrawal by the Storage Customer thermal equivalents of gas quantities owned by the Storage Customer are still to be found in the working gas volumes of the gas storage facility, this shall constitute a case of unauthorized gas storage. In this case, MET Speicher shall remunerate the Storage Customer for the unauthorized storage quantity stored. At the same time, ownership of this gas quantity shall be transferred to MET Speicher. The amount of the remuneration is calculated based on the unauthorized quantity stored, multiplied by 0.5 times the border-crossing price published by the German Federal Office of Economics and Export Control (BAFA) for the month in question.**

Sec. 3 Storage capacity and booking period

- (1) MET Speicher shall make storage capacity at the storage facility [Reckrod/Etzel] available to the Storage Customer in accordance with the following conditions: Booking of bundled storage capacities:

(Number of storage packages)

The capacity available to the storage customer (storage volume in Nm³, injection rate and withdrawal rate in Nm³/h) is calculated from the number of booked storage packages multiplied by the respective valid values per package according to Number II (3), table 1 of the MET Speicher GmbH Storage Fees Price Sheet (Annex 2 to the Storage Contract).

- (2) The storage capacity shall be made available by MET Speicher within the following period of time:

Start of storage utilization on:

End of storage utilization on:

- (3) MET Speicher is entitled to reduce the injection or withdrawal rate accordingly in the case that a Storage Customer avails of storage capacity in excess of the agreements in section (1).



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- (4) Insofar as a nomination exceeds the storage capacity agreed in section (1), MET Speicher is entitled to reject the nomination insofar as this is suitable and necessary to rectify the contractual violation.

- (5) MET Speicher is entitled to reduce or suspend storage in the case of disruptions or other contractual breaches caused by the Storage Customer, due to which a non-inconsiderable impairment of the storage facility, the safety of the operation, the rights of third parties or the security of supply is to be expected, insofar as this is suitable and necessary to rectify the contractual violation.

Sec. 4 Storage Fees

- (1) For the purpose of storing gas for the period specified in Sec. 3 (2), the storage customer shall pay a storage fee according to Numbers I. to IV. of the MET Speicher GmbH Storage Fees Price Sheet (Annex 2 to the Storage Contract). The agreed storage fee is [AMOUNT] EUR.
- (2) The entitlement to payment of the fee according to section (1) exists irrespective of the amount of actual storage capacity availed of.
- (3) The storage fee includes transportation of the gas within the pipeline of the overground storage facility and the Bunde-Etzel-Pipeline. The overground storage facility system is restricted to the overground plot boundaries determined in the Land Register and cadaster for the respective storage facility.
- (4) As a further component of the storage operation fee a storage fee shall be charged for energy costs incurred during injection and withdrawal in proportion to the working gas quantities stored by the Storage Customer at the respective storage facility.

This fee shall initially be charged by MET Speicher GmbH at a flat rate in the form of a part payment according to section VI. of the MET Speicher GmbH Storage Fees Price Sheet (Annex 2) subject to the annual final invoice for energy costs according to section XII. Section (4) of the Terms and Conditions.

MET Speicher is entitled and obligated to adjust the amount of the part payment due to increased or decreased energy costs according to cost trends.

- (5) All fees listed are net fees. The legally applicable VAT in the respective amount as well as other applicable levies and taxes (if any) are also to be paid by the Storage Customer.

Sec. 5 Secondary Trading

- (1) The Storage Customer is entitled, in compliance with the respectively applicable legal requirements, to sell or make acquired storage capacity available for use to third parties, insofar as MET Speicher is notified in advance. The Storage Customer shall remain obligated toward MET Speicher to fulfill the obligations arising from this Storage Contract and in particular to pay the fees.
- (2) The provisions on contract transfer according to Sec. 9 remain unaffected.

Sec. 6 Term of Contract, Termination

- (1) The Storage Contract comes into force upon signature.
- (2) The Storage Contract ends on
- (3) This Storage Contract can be terminated without notice on important reasons by both Contracting Parties. Important reasons exist in particular though not exclusively, if
 - (a) the storage Customer has breached provisions of this Storage Contract despite written warning from MET Speicher;
 - (b) Measures are ordered in accordance with Sec. 21 InsO (German Insolvency Regulations);
 - (c) an application for the opening of insolvency proceedings has been made against the assets of a Contracting Party and the opening of the insolvency proceedings is not refused within ten (10) banking days of the application being submitted;
 - (d) the insolvency proceedings are opened or the application for the opening of the proceedings is rejected for lack of assets or
 - (e) the storage Customer does not meet its payment obligations according to section XII. of the Terms and Conditions despite renewed demand for payment with a deadline of ten (10) banking days, unless a sufficient security deposit has been paid for such a case in accordance with section XIV. of the Terms and Conditions. The ending of a supply relationship between the Storage Customer and one of its suppliers or customers does not constitute an important reason.
- (4) Each Contracting Party undertakes to inform the other Contracting Party immediately, as soon as it becomes aware of the application for insolvency proceedings against its assets, the introduction of preliminary precautionary measures, the opening of insolvency proceedings or of the existence of the prerequisites for the opening of insolvency proceedings against its assets.
- (5) All notices of termination must be given in written form.

Sec. 7 Invalidity of individual contract provisions

Should one or several of the provisions of this Storage Contract be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions of this Agreement shall remain unaffected. The Contracting Parties undertake to replace the invalid or unenforceable provisions with other valid or enforceable provisions that come as close as possible to the intended economic purpose according to the Storage Contract, effective from the moment of invalidity or unenforceability. The same applies for contractual gaps.

Sec. 8 Loyalty

- (1) If the essential technical, economic and/or legal circumstances of this Storage Contract change fundamentally in regard to the existing circumstances upon conclusion of the Storage Contract, or if circumstances arise that were not foreseeable or taken into consideration upon conclusion of this contract that fundamentally affect the technical, economic and/or legal effects of this Storage Contract, the Storage Contract is to be amended in accordance with the changed circumstances, whereby it is also to be taken into consideration whether and to what extent the disadvantage to one Contracting Party represents an advantage for the other Contracting Party.
- (2) Entitlement to the amendment of the contract according to the above section (1) exists from the moment at which the requesting party first submits the request for amendment in writing to the other Contracting Party with reference to the changed circumstances.

Sec. 9 Legal Successors

- (1) The Contracting Parties are only entitled to transfer their rights and obligations arising from the Storage Contract to a third party with the consent of the other Contracting Party. This consent is to be given, unless concerns of a technical, financial or safety-related nature exist regarding the third party in relation to the proper fulfillment of the Storage Contract.
- (2) The Contracting Parties hereby consent to legal transfer of contract in full or an assumption of debt with full discharge by an affiliated company. However, a transfer according to sentence 1 shall only become effective two (2) calendar weeks after the date at which the other Contracting Party has received written notification of the name and address of the affiliated company taking over. The other Contracting Party can terminate the Storage Contract without notice within these two (2)

calendar weeks, if it can credibly demonstrate concerns of a technical, financial or safety-related nature in regard to the proper fulfillment of the Storage Contract regarding the affiliated company.

- (3) Affiliated companies are companies affiliated to the transferring Contracting Parties as defined under Sec. 15 AktG (German Companies Act).

Sec. 10 Applicable Law, Arbitral Tribunal

- (1) This Storage Contract is subject to German law.
- (2) All disputes in connection with this Storage Contract or its validity shall be bindingly decided upon by the arbitral tribunal under exclusion of recourse to the ordinary courts of law in the form of an arbitral decision according to the following provisions.
- (3) The arbitral tribunal consists of three (3) arbitrators, of which one shall act as chairman. The chairman must be qualified to hold the position of judge [“Befähigung zum Richteramt”] according to the German laws.
- (4) The arbitral tribunal is created when the initiating Contracting Party, stating the disputed matter and naming an arbitrator, requests in writing that the opponent names the other arbitrator and the named arbitrators elect the chairman. If a Contracting Party does not respond to the request to name an arbitrator within four (4) weeks or if the arbitrators have not selected the chairman within four (4) weeks of the second arbitrator being named, any Contracting Party can ask that the President of the Higher Regional Court Frankfurt am Main to propose the second arbitrator or the chairman; the respective proposal is binding for the Contracting Parties.
- (5) The place of arbitration is Frankfurt am Main. The language of proceedings is German.
- (6) The responsible court as defined under Sec. 1062 para. 1 ZPO (German Code of Civil Procedure) is the Higher Regional Court Frankfurt am Main.
- (7) Otherwise, Sec. 1025 to 1065 ZPO (German Code of Civil Procedure) on arbitration proceedings apply.

Sec. 11 Components of the Storage Contract

MET Speicher GmbH Terms and Conditions of storage access in the version from 01 April 2019 as well as the following annexes in their respective current versions are components of this contract:

Annex 1	Contact details of the contracting parties
Annex 2	Storage fees price list
Annex 3	Gas qualities and regulations on the nomination and allocation of gas quantities
Annex 4	Usage restrictions

Sec. 12 Final Provisions

- (1) The contract and negotiation language within the context of the execution of this Storage Contract is German.
- (2) This Storage Contract including its components according to Sec. 11 reflect the agreements made in full. There are no side agreements.
- (3) This Storage Contract is subject to written form. Changes and amendments to this Storage Contract shall only be valid if recorded in writing. This applies also to any waiver of the written form requirement. The Contracting Parties agree that any non-written waiver of the written form requirement (even implied) is invalid.
- (4) This Storage Contract including its components has been prepared in duplicate, of which MET Speicher and the Storage Customer have each received a copy.
- (5) Messages and notifications on the execution of this contract are to be addressed to the offices stated in Annex 1 to this Storage Contract.



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Storage Customer