

**Storage Contract  
(Template)**

**I. Contracting Parties**

**MND Gas Storage Germany GmbH**

**Registered office:** Birkenweg 2, 646 65 Alsbach-Hähnlein, Germany

**Represented by:** Mr. Karel Luner and Mr. Sebastian van Delden, Directors

**Tax ID No.:** DE297431262

**Bank account:** UniCredit Bank AG

**Account No. (IBAN):** DE18700202700015512348

Incorporated with Regional Court in Darmstadt, File HBR 96046  
(hereinafter the “**Storage Operator**”),

[●]

**Registered office:** [●]

**Represented by/Executive head:** [●]

**Tax ID No.:** [●]

**Bank account:** [●]

**Account No.:** [●]

Incorporated with [●]

(hereinafter the “**Customer**”),

**The Storage Operator and the Customer hereby execute the following gas storage contract  
(hereinafter the “Storage Contract”).**

**II. Subject Matter**

1. The subject matter of this Storage Contract is the obligation:
  - a) Of the Storage Operator to duly render a gas storing service to the Customer, and this under the terms and conditions given below in this Contract and the Storage Operator’s General Terms and Conditions for Storage Services which are in effect on the first day of this Storage Contract duration (hereinafter the “GTC” only);
  - b) Of the Customer to create conditions for the proper rendering of the storing service by the Storage Operator, and pay the total price for the storing service, and this all under the terms and conditions mentioned below in this Contract and the GTC.

### III. Working Gas Capacity, Injection & Withdrawal Rate

1. Throughout the time the Contract is effective, the Storage Operator undertakes to provide the Customer within the storage service with the following Working Gas Capacity with Injection and Withdrawal Rate set according to the Storage Zone Curves and with the constraints stated in this Contract, GTC and otherwise applicable statutory provisions.

Working Gas Capacity	[●] MWh
Max. withdrawal rate	[●] MWh per hour
Max. injection rate	[●] MWh per hour

2. Storage Zone curves are given in Annex No. 1 of GTC.

### IV. Storage Price & Payment conditions

1. Annual storage price

Annual storage price is based on the unit price per each MWh of reserved gas storage capacity per storage year.

Unit price = P - 0,25 EUR per 1 MWh of the reserved storage capacity

P is counted as an arithmetic mean, rounded to three decimal places according to commercial practise, of all values of the daily spread (EUR/MWh) determined for first five (5) trading days in March 2017 for which the required forward prices on the NCG are published in the ICIS European Spot Gas Markets (ESGM) under the heading NCG Price Assessment. Where spread for each day is calculated in the following way:

$$\text{Daily Spread} = \frac{\text{Winter Bid NCG} + \text{Winter Offer NCG}}{2} - \frac{\text{Summer Bid NCG} + \text{Summer Offer NCG}}{2}$$

where:

Winter bid/offer NCG – are the forward price quotations for winter 2017 deliveries published on the relevant trading day during March 2017 in the ICIS European Spot Gas Markets (ESGM) under the heading NCG Price Assessment in the columns Bid and Offer respectively, expressed in EUR/MWh;

Summer bid/offer NCG – are the forward price quotations for summer 2017 deliveries published on the relevant trading day during March 2017 in the ICIS European Spot Gas Markets (ESGM) under the heading NCG Price Assessment in the columns Bid and Offer r respectively, expressed in EUR/MWh.

2. Total monthly price for storage services, expressed in EUR per month, is calculated as 1/12 of Storage Price valid in the respective Storage Year.
3. The Storage Operator shall send to the Customer an invoice for each month at the 1st business day of such respective month. The invoice due day shall be fixed at 7 calendar days after receipt of such invoice. The Storage Operator and the Customer hereby expressly stipulate that by this

agreement the terms of Article 14 paragraph 1 and 3 (in regard to the due date only) of GTC shall not be applied.

## **VI. Duration**

1. The Contract is made and takes effect as from [1. 4. 2017], and terminates on [1. 4. 2018].
2. The Customer undertakes to use storage services in such a way that as of the last day of the Contract effectiveness the Customer will have no gas stored (identified on Customer's account in kWh) with the Storage Operator based on this Contract.

## **VII. Special Provisions**

1. By this Contract the Customer grants the Storage Operator an irrevocable and irreversible right to procure the sale of unrecovered gas that had been injected into the Storage Operator's gas storage in compliance with this Contract, and is present in such storage at the time such right of the Storage Operator is applied. Parties to the Contract state explicitly that such right to procure the sale, will survive the expiration of the validity and/or effectiveness of this Contract.
2. The Storage Operator has the right to carry out gas sales on behalf of and to account of the Customer along with the fact that the Storage Operator has at the same time the right to set off its claims that result from this Contract against the Customer's claim, for paying the price for the unrecovered gas sold.
3. The Storage Operator will not carry out its right under section 1 and 2 if there is another Storage Contract with the Customer to which unrecovered gas may be transferred. Unrecovered gas shall be transferred on the next Gas Day after this Contract is terminated. The Storage Operator shall notify the Customer of such transfer without undue delay. If unrecovered gas cannot be transferred as a whole, the Storage Operator will transfer the maximum amount, and procure the sale of remaining unrecovered gas in line with Section 1 and 2.

## **VIII. Final Provisions**

1. This Storage Contract can be altered or supplemented only in the form of written sub-contracts signed by both Parties' representatives in charge.
2. Annex No. 1 to this Storage Contract forms an indivisible part of the Storage Contract.
3. This Storage Contract has been made in two copies, each having the force of the original copy, of which each Contracting Party retains one.

4. Contracting Parties, following its reading, agree with its contents and are not aware of any obstacles, claims of third parties, or of any other legal defects that would prevent them from signing it or cause invalidity or nullity thereof, and declare they signed this Contract as free act and deed in witness whereof they sign their hand.

**Annexes:**

Annex No. 1: General Terms and Conditions for Storage Services

In Alsbach-Hähnlein, on [●]

In [●], on [●]

On behalf of Storage Operator:

On behalf of Customer:

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Mr Karel Luner  
Director

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[●]  
[●]

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Mr Sebastian Van Delden  
Director

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[●]  
[●]