

A G R E E M E N T
ON STORAGE OF NATURAL GAS
IN THE “STORAGE RAG”

between



RAG Energy Storage GmbH

A-1010 Vienna, Canovagasse 5 (FN 387266 i)

in the following referred to as „RAG ES“,

on the one hand

and

CUSTOMER

adress

in the following referred to as „**CUSTOMER**“,

on the other hand

as follows:

PREAMBLE

Whereas CUSTOMER is interested in middle- and long-term gas storage capacities and RAG ES is offering gas storage capacities within the "Storage RAG" both agree on the following storage agreement:

1. SUBJECT TO CONTRACT

This agreement settles the legal, technical and commercial conditions of the injection, withdrawal and storage of the natural gas, which shall be delivered from CUSTOMER, in the "Storage RAG".

The "Specification Sheet of the Storage Services" (attachment ./1) contains the individual contract details and is an integrant part to this agreement.

Furthermore the "General Terms and Conditions for Access to the Storage RAG" (GTCAS) and the attachment ./1 of the GTCAS ("Explanatory Note Operational Implementation") are considered agreed by conclusion of this agreement. Both documents are as well integrant parts to this agreement.

2. STORAGE SERVICES

The storage services cover the injection, the withdrawal and the storage of the natural gas, which shall be delivered by CUSTOMER, as stated in the "Explanatory Note Operational Implementation" (attachment ./1 of the GTCAS). The storage will primarily take place in the "Storage RAG". Due to, for instance technical reasons, RAG ES might use other facilities to ensure the agreed storage performance.

CUSTOMER stays the commercial owner of the natural gas that has been stored by RAG ES for CUSTOMER, which is equal to the amount of natural gas that corresponds to the balance of the "Storage level".

By specific order from CUSTOMER, RAG ES can assign the ownership of the stored natural gas to another storage customer. However, the new owner of the natural gas has to have available sufficient storage capacities in the "Storage RAG".

3. SCOPE OF SERVICES

The injection, withdrawal and storage is handled as stated in the technical conditions of the “Specification Sheet of the Storage Services” (attachment ./1).

4. TERMS OF DELIVERY

4.1 Delivery

According to this agreement, RAG ES is committed to accept the amount of natural gas that has been nominated by CUSTOMER at the delivery point for injection and to store the natural gas in the “Storage RAG”. Correspondingly, RAG ES is obliged to deliver the natural gas that has been stored for CUSTOMER at the delivery point for withdrawal, according to the timely nomination from CUSTOMER.

The nomination procedure is stated in the “Explanatory Note Operational Implementation” (attachment ./1 of the GTCAS) according to which CUSTOMER shall nominate the defined amount of gas for injection and withdrawal.

4.2 Delivery point

The delivery point for injection and withdrawal is defined in the “Specification Sheet of the Storage Services” (attachment ./1). Delivery at another point is possible, provided that the technical conditions of the grid operator as well as of RAG ES are given and the regulatory prerequisites are fulfilled. In this case, a mutual agreement between CUSTOMER and RAG ES is to be agreed upon within an adequate time-frame. In all cases CUSTOMER stays the injection party towards the grid operator.

The natural gas is transferred between CUSTOMER and RAG ES at the delivery point for injection and between RAG ES and CUSTOMER at the delivery point for withdrawal. At the delivery points all typical risks and encumbrances of this custody agreement are transferred between the partners.

At the delivery point for injection, RAG ES shall accept the nominated amount of natural gas and keep it in its care as a custodian, according to this agreement.

4.3 Pressure at the delivery points

The pressure at the delivery points is defined in “Specification Sheet of the Storage Services” (attachment ./1).

4.4 Measuring

The measuring of the injected and withdrawn natural gas is performed according to the General Terms and Conditions for Access to the Grid of the concerned grid operator. In the relation with the grid operator, CUSTOMER is the injecting party.

5. STORAGE OPERATION

The procedure for storage operation is stated in the “Explanatory Note Operational Implementation” (attachment ./1 of the GTCAS).

6. PROTOCOLS

The procedure of the documentation is stated in the “Explanatory Note Operational Implementation” (attachment ./1 of the GTCAS).

7. FEES

The fee for the storage services is stated in the commercial conditions of the “Specification Sheet of the Storage Services” (attachment ./1).

Invoices are submitted solely in way of E-Mail as PDF format to the announced E-Mail address (no further paper copy). Payments shall be made in Euro (€) and in such a manner that they are credited to RAG ES' bank account on the due date without deductions of bank charges etc (“Bringschuld” according to § 907a Abs 1 ABGB).

In case of justified disruptions of operation or maintenance, the obligation of payment remains to the full extent. The interruption of storage services will be an estimated maximum periode of 4 weeks, while respectively 2 weeks are scheduled for spring and autumn.

In case of legal or taxation changes as well as regulatory changes (e.g. transportation fee), not known at the time of conclusion of this agreement, RAG ES may raise the fee for its storage services according to the encumbrance.

8. DURATION OF THE AGREEMENT

This agreement is coming into force from 1 April XXX and continues until 1 April XXX.

Concerning a potential prolongation of this storage agreement CUSTOMER and RAG ES will endeavor to agree in due time before the end of this agreement on the respective legal, technical and commercial conditions of the prolongation.

This agreement is executed in two counterparts, whereof each party receives one original.

Vienna, dd.mm.jjjj

CUSTOMER

RAG Energy Storage GmbH

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Thomas Lejcko

Georg Dorfleutner

Attachments:

Attachment ./1 "Specification Sheet of the Storage Services"

Attachment ./2 "General Terms and Conditions for Access to the Storage RAG" (GTCAS)