

AMENDMENT No II (2022)
TO THE General Terms & Conditions of Access Erdgasspeicher Peissen GmbH
("GT & Cs") DATED 01 April 2016

This Amendment (hereinafter referred to as "Amendment II") to the GT & Cs dated 01 April 2016, is made on 16 August 2022.

WHEREAS

In accordance with clause 3.1 and 3.3 of the GT&Cs, Erdgasspeicher Peissen GmbH ("EPG") amends clause 14.1 and replaces clause 16 of its GT&Cs as set out below.

Clause 14. Storage Customer's Storage Level at the End of the Storage Period

14.1 The Storage Customer's Storage Level at the end of the Storage Period of its Storage Service Agreement shall be zero (0). The Storage Customer shall achieve this by withdrawing its Natural Gas. In case the Storage Service Agreement has been terminated with immediate effect according to Article 16.10 or in an event according to Article 16.5 hereunder then the Storage Service Provider shall grant the Storage Customer a mutually acceptable time period to comply with the above withdrawal obligation.

Clause 16. Interruption of Services and Termination

- 16.1 In case of any disturbances or interruptions of Storage Services and/or a change of the confirmed quantities, the dispatchers of the Parties shall inform each other thereof without delay, including details about the envisaged duration of such disturbance or interruption of Storage Services and/or, as the case may, scope of the change of the confirmed quantities. This includes also all necessary information for dispatching purposes of the pipeline and/or the Neighboring Natural Gas Network.
- 16.2 To the extent that the demands on the dispatching result in a need to take actions which are not directly within the control of the dispatchers (such as, for example, availability of capacity at the beginning/end of each injection/withdrawal period), the Parties shall agree as soon as possible on such actions.
- 16.3 The Storage Service Provider has the right pursuant to Sections 16, 16a of the German Energy Industry Act (EnWG) to either interrupt or adjust the contractually agreed services under the Storage Service Agreement, if possible, with prior written notification given to the Storage Customer, if not possible, with subsequent written notification.

- 16.4 The Storage Service Provider shall be entitled to interrupt any Storage Services at any time without prior notice, if required and justified in particular, in order to:
- prevent or avert an imminent danger to personnel, facilities or environment, or
 - prevent detrimental effects to the operations of other Storage Customers or to the operation of the Storage Facility and its equipment or of third parties, or
 - to prevent the Natural Gas from bypassing or damaging the metering equipment upon injection or withdrawal, or
 - in case that comparable circumstances do exist or that comparable measures have been taken in the country in which the Contracting Party has its registered office.
- 16.5 An interruption of the Storage Customer in regard to Injection and Withdrawal Capacities presupposes that the Storage Customer has nominated all or some rates to which he is entitled to according to his current Natural Gas filling level. The interruption of the Injection or Withdrawal Capacity is the difference between nominated Injection or Withdrawal Capacity and capacities actually made available. An interruption in Working Gas Volume exists when EPG is unable to make all or part of the booked Working Gas Volume available. It is the difference between Working Gas Volume contracted and actually made available.
- 16.6 The Storage Service Provider shall suspend the respective Storage Capacities only as long as necessary for remedying the causes of the suspension interruptions specified in Article 16.4 hereof as soon as possible if they have not been caused by the Storage Customer. Should the Storage Customer be responsible for the aforementioned reasons for Storage Services interruption, it shall, upon the Storage Service Provider's written notice, immediately remedy the reasons causing said interruption. If, following such notification, the Storage Customer does not stop the disrupting acts or should the reasons for Storage Services interruption recur due to circumstances for which the Storage Customer is responsible, the Storage Service Provider shall be entitled to terminate the Storage Service Agreement with immediate effect.
- 16.7 Notwithstanding the provisions of Articles 16.3, 16.4 and 16.6 hereof, any Contracting Party shall be entitled to suspend its contractual obligations in case of a breach of cardinal provisions of the Storage Service Agreement particularly due to non-fulfillment of payment obligations by the Storage Customer, or that the Storage Service Provider has not fulfilled his material obligations to provide the Storage Services as agreed,

unless the other Contracting Party fails to cure the breach within two (2) weeks upon receipt of written notice. In case of a repeated breach of cardinal provisions of the Storage Service Agreement, the respective other Contracting Party shall be entitled to terminate the Storage Service Agreement with immediate effect.

16.8 To the extent that and for as long as firm Storage Capacities booked by the Storage Customer are interrupted, the Storage Customer shall in principle be discharged from his payment obligation as specified by the Storage Service Agreement as set out in clause 16.9. Sentence 1 shall not apply if the Storage Customer is responsible for the interruption.

16.9 The Storage Customer shall be discharged from his payment obligations under the following conditions:

- The Fixed Storage Fee as charged for the hour for the firm or interruptible Storage Capacities whose use was actually interrupted shall not apply.
- The starting point for the calculation of the Fixed Storage Fee reduction shall be the annual Fixed Storage Fee in respect of the interrupted Storage Capacities, taking into account any special provisions applicable.
- The Fixed Storage Fee for Bundled Product shall be broken down into the relevant fee for the individual Storage Capacities as follows:
 - o 40% of the Fixed Storage Fee for the Bundled Product shall be allocated to the Injection Capacity
 - o 40% of the Fixed Storage Fee for the Bundled Product shall be allocated to the Withdrawal Capacity
 - o 20% of the Fixed Storage Fee for the Bundled Product shall be allocated to the Working Gas Volume
- Annual Fixed Storage Fees shall be converted to hourly fees by dividing them by 8,760. Notwithstanding the preceding sentence, annual Fixed Storage Fees due under Storage Service Agreement for annual Bundled Product concluded for parts of a Storage Year shall be converted into hourly fees based on the number of days of the relevant part of the Storage Year.
- The hourly interruption (in MWh/h or GWh) shall be multiplied by the relevant hourly fee for the Storage Capacities affected so as to determine the Storage Fee reduction.

16.10 Furthermore, each Contracting Party shall be entitled to terminate the Storage Service Agreement with immediate effect, in case

- the other Contracting Party has filed an application for opening insolvency proceedings against its assets,

- directives pursuant to Article 21 of the German Insolvency Act (InsO) have been issued against the other Contracting Party, or
- insolvency proceedings against the other Contracting Party have been opened or their opening has been rejected for lack of funds, or
- similar proceedings or events under the area of application of any other jurisdiction occur;

Article 314 of the German Civil Code (BGB) and the right to claim damages shall remain unaffected.

16.11 In case contractually agreed Storage Services have been interrupted, the Contracting Parties shall remedy the reasons for said interruption of their respective contractual obligations without undue delay.

16.12 Upon termination of the Storage Service Agreement the Contracting Parties shall no longer be liable to each other for any contractual claims that have arisen after expiry of the respective Storage Service Agreement. The obligation of confidentiality pursuant to the provisions of Article 32 hereof shall remain unaffected.

This Amendment II will become effective with publication on the website of Erdgasspeicher Peissen GmbH, www.ugs-katharina.de.