

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

This Amendment (hereinafter referred to as "Amendment I") to the GT & Cs dated 01 April 2016, is made on 29 June 2022.

**WHEREAS**

In order to comply with the requirements of the amended section 35 of the German Energy Act ("EnWG") the GT & Cs of Erdgasspeicher Peissen GmbH are amended.

In accordance with clause 3.1 and 3.3 of the GT&Cs, Erdgasspeicher Peissen GmbH ("EPG") will introduce a new clause 11.a to its GT&Cs with the wording as set out below.

**Clause 11.a New Gas Storage Law**

In accordance with § 35b German Energy Act ("EnWG") the following storage filling levels have to be reached:

- a) on 01.10.: 80% of the total booked Working Gas Volume
- b) on 01.11.: 90% of the total booked Working Gas Volume
- c) on 01.02.: 40% of the total booked Working Gas Volume

The aforementioned storage filling levels shall automatically be replaced and or extended, if the filling levels stipulated in section 35b EnWG are adjusted by the German Ministry for Economic Affairs and Climate Action (Bundesministerium für Wirtschaft und Klimaschutz) on the basis of an ordinance enacted as per Section 35b para 2 EnWG or if minimum storage filling levels are introduced on the basis of a European Directive or European Regulation by the EU Commission and not superseded by higher standards under German law.

In case the capacity booked by the storage customer is not used and it is foreseeable that the storage customer's individual storage level will not meet the aforementioned filling levels, the Storage System Provider is entitled to transfer the unused capacity to the extent necessary to meet the aforementioned filling levels to Trading Hub Europe until the end of the storage year. Such transfer includes the respective working gas volume, entry capacity and exit capacity that are necessary to meet the aforementioned storage levels.

In case of such transfer the storage customer remains fully liable to pay the fixed storage fees for the transferred capacities and the fixed and variable storage fees for the capacities that have not been subject to the transfer to the Storage System Provider.

For the avoidance of doubt, the parties explicitly agree that Section 12 of the Storage Access Conditions shall not apply to any transfer of capacity pursuant to this Section.

This amendment to the General Terms & Conditions of EPG shall expire as soon as said New Gas Storage Law expires, which is anticipated for 1<sup>st</sup> April 2025.

This Amendment I will be become effective with publication on the website of Erdgasspeicher Peissen GmbH, [www.ugs-katharina.de](http://www.ugs-katharina.de).