

Storage Specification Jemgum Underground Storage Facility

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(hereinafter referred to as "**SEFE Storage**")

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Article 1 Introduction

1. The **Storage Specification** for the Jemgum **Storage Facility** defines all the details required to enable **SEFE Storage** to provide **Storage Services** at the Jemgum **Storage Facility**.
2. The definitions for the storage of **Gas** contained in the **General Terms and Conditions for Storage Access** shall apply. Terms used in the singular also include the plural and vice versa, assuming this has not been expressly agreed otherwise or is obvious from the respective situation.
3. Upon the conclusion of a **Storage Services Agreement** the **Storage Specification** of the **Storage Location** on which the **Storage Services Agreement** is based shall form an integral part of the **Storage Services Agreement**.
4. The validity of all the **Storage Services Agreements** shall be subject to the condition precedent of the effective realisation of the Jemgum **Storage Facility** including the required storage connection pipelines. In order to minimise the uncertainties resulting from Sentence 1 **SEFE Storage** will notify the **Storage Customer** as soon as possible of any postponement of the agreed **First Utilisation Day** of the **Storage Period** and of any adjustment of the amount of contracted **Storage Services** according to Article 3, which might occur in this context.
5. To grant a non-discriminatory marketing and to satisfy as many requests as possible during the planned, incremental commissioning, **SEFE Storage** shall be entitled to reduce the requested **Storage Capacities** corresponding with said planned, incremental commissioning by up to 50%.

Article 2 Storage Services

Article 2.1 Jemgum-pack

1. The **Jemgum-pack Storage Service** shall be a **Bundled Storage Service** with a minimum term of one (1) **Year**. In case **Jemgum-pack** is only available for a period within a **Storage Year** less than the aforementioned term, **SEFE Storage** shall be entitled to deviate from this minimum term.
2. At Jemgum **Jemgum-pack** shall comprise the following **Storage Capacities**:
 - a) **Injection rate**: 6.60 kWh/h and
 - b) **Withdrawal rate**: 10.00 kWh/h and
 - c) **Working gas volume**: 10,000.00 kWh

3. The minimum quantity of **Jemgum-pack** shall be 500 bundles. In case **Jemgum-pack** is only available for a quantity less than the aforementioned quantity **SEFE Storage** shall be entitled to deviate from this minimum quantity.
4. The availability of **Jemgum-pack** shall be subject to the limitations of the applicable **Injection** and **Withdrawal Curves** according to Article 16.

Article 2.2 Jemgum-add

1. The **Jemgum-add Storage Service** shall be an **Unbundled Storage Service** with a minimum term of one (1) **Storage Day** which **Storage Customers** can contract in addition to **Jemgum-pack**.
2. The availability of **Jemgum-add** shall be subject to the limitations of the applicable **Injection** and **Withdrawal Curves** according to Article 16.

Article 3 Adjusting the Availability of Storage Services

1. If the availability of the **Storage Capacities** differs from the planning, **SEFE Storage** shall be entitled to adjust the availability of the **Storage Services**, to the availability of the **Storage Capacities**.
2. Should, due to an adjustment according to Section 1, the amount of **Storage Services** that have already been contracted by all **Storage Customers** exceed the amount of available **Storage Services**, **SEFE Storage** shall be entitled to adjust all **Storage Customers'** amount of contracted **Storage Services** proportionally to the amount of available **Storage Services**.
3. The **Storage Customer** shall be entitled to terminate its **Storage Services Agreement** with immediate effect to the extent the **Storage Services** according to Article 2 of the **Storage Services Agreement** has not been made available within 24 months after the agreed **First Utilisation Day** of the **Storage Period**. This right of termination can be executed within 20 **Working Days** after receipt of the notification by **SEFE Storage** according to Article 1, Section 4.

Article 4 Storage Services Fee

1. The **Storage Customer** shall be obligated to pay the respective **Storage Services Fee** for the **Storage Capacities** made available by **SEFE Storage**. The claim to payment of this **Storage Services Fee** shall arise at the start of the **First Utilisation Day** of the respective **Storage Services Agreement**.
2. The **Storage Tariff** that applies to the **Storage Services Fee** shall be calculated on the basis of the **Basic Storage Tariff** according to Article 5 and the provisions defined in Article 6.

3. To determine the **Storage Services Fee** the number of contracted **Storage Services** shall be multiplied by the **Storage Tariff** according to Section 2 and a grand total of all **Storage Services** is formed.
4. In case **Short-term-** or **Long-term Factors** should apply, the **Storage Services Fee** calculated according to Section 3 shall be multiplied by the respective factors according to Article 7 and Article 8.
5. For **Storage Periods** less than one (1) **Year** the annual **Storage Services Fee** calculated according to Section 3 and Section 4 shall be divided by twelve (12) in order to calculate the **Storage Services Fee** per **Month**. In order to calculate the **Storage Services Fee** per **Storage Day** the **Storage Services Fee** per **Month** according to sentence 1 shall be divided by thirty (30).
6. In case seasonality factors according to Article 9 should apply, the **Storage Services Fee** calculated according to Section 5 shall be multiplied by the respective factors.

Article 5 Basic Storage Tariff

1. The **Basic Storage Tariff** for **Jemgum-pack** according to Article 2.1 shall be:
€105.00 per **Year** per bundle.
2. The **Basic Storage Tariff** for **Jemgum-add** according to Article 2.2 shall be:
 - a) **Injection Rate:** € 3.79 per kWh/h/a
 - b) **Withdrawal Rate:** € 4.95 per kWh/h/a
 - c) **Working Gas Volume:** 0.49 ct/kWh/a
3. All the prices listed here are net prices; any statutory turnover tax that is due shall be charged separately at the applicable tax rate.

Article 6 Adjusting the Storage Tariff

1. Based on the **Basic Storage Tariff** according to Article 5 the **Storage Tariff** that applies to billing and payment shall be adjusted on April 1 every year according to the following formula:

$$E = E_0 \times (0.50 + 0.25 \times \frac{I}{I_0} + 0.25 \times \frac{L}{L_0})$$

In this formula the terms mean:

$E =$ **Storage Tariff** in €/year or €/month.

$E_0 =$ **Basic Storage Tariff** as per Article 5.

I = Average annual value of the Capital Goods Price Index in the calendar year preceding the adjustment date.

The Capital Goods Price Index is published in Series 17 of the German Federal Statistical Office; Prices; Series 2; – Index der Erzeugerpreise gewerblicher Produkte (Inlandsabsatz) (Producer Price Index (domestic sales)).

I_0 = 102.4 points = Value of Index (2005 = 100) in base year 2009.

L = Average annual value of the Contractual Wage Index in the Energy Industry of the calendar year preceding the adjustment date.

The Contractual Wage Index for the Energy Industry (together) is published in Series 16 of the German Federal Statistical Office; Series 4.3; Index der tariflichen Stundenverdienste im produzierenden Gewerbe und im Dienstleistungsbereich; Basis 2005 = 100; Früheres Bundesgebiet; WZ 35 (Contractual wage index in industry and service business, former federal territory).

L_0 = 111.6 points = Value of Index (2005 = 100) in base year 2009.

2. If the **Working Gas Volume** comprised by the **Jemgum-pack Storage Service**, which is mentioned under Article 2.1 Section 2 c), is reduced according to Article 13 to a value less than 10,000.00 kWh, the **Storage Tariff** according to Section 1 will be adjusted by applying the following formula:

$$E_{\text{new}} = E - 0.85 \times \frac{E}{E_0} \times A \times (10,000.00 \text{ kWh} - V)$$

In this formula the terms mean:

E_{new} = Adjusted **Storage Tariff** for **Jemgum-pack**.

E = **Storage Tariff** for **Jemgum-pack** according to Section 1.

E_0 = **Basic Storage Tariff** for **Jemgum-pack** as per Article 5 Section 1.

A = **Basic Storage Tariff** for **Jemgum-add** applying to **Working Gas Volume** according to Article 5 Section 2 c)

V = **Working Gas Volume** in kWh comprised by the **Jemgum-pack Storage Service** as stated under Article 2.1 Section 2 c)

3. The adjusted **Storage Tariff** for **Jemgum-pack** according to Section 2 comes into effect on the first day of the month following the lowering of the **Working Gas Volume** pursuant to Article 13.

4. In case any of the quotations or indices mentioned under Section 1 will not be published anymore or in an altered way being incomparable to the way in which they have been published before, **SEFE Storage** shall - from the time, when the publication in the original way was suspended - be entitled to determine quotations or indices reflecting the economic keynote of the rule for adjusting the **Storage Tariff** as precisely as possible.

Article 7 Long-term Factors

In Jemgum in case of a long-term booking of **Storage Capacities** in the form of the offered **Storage Services Jemgum-pack** and **Jemgum-add** as per Article 2, the following **Long-term Factors** shall apply:

contract duration	factor
≥ 24 months	0.9850
≥ 36 months	0.9700
≥ 48 months	0.9550
≥ 60 months	0.9400
≥ 72 months	0.9250

Article 8 Short-term Factors

For booking the **Jemgum-add Storage Service** in the Jemgum **Storage Location** with duration of less than one **Year** the following **Short-term Factors** shall apply:

contract duration	factor
≥ 6 months	1.050
≥ 3 months	1.100
≥ 1 storage day	1.200

Article 9 Seasonality Factors

For booking the **Jemgum-add Storage Service** with duration of less than one **Year** the following seasonality factors shall apply for certain **months** depending on the type of single service:

- a) **Injection Rate** from April to September: 1.1000
- b) **Withdrawal Rate** from October to March: 1.2000
- c) **Working Gas Volume** from July to December: 2.0000

Article 10 Fee for Exceeding the Storage Capacities

1. The ***Fee for Exceeding the Storage Capacities*** will be calculated daily by using the ***Tariff for Exceeding the Storage Capacities*** according to the following Article 11 on the basis of the maximum hourly volume which exceeds 100% of the ***Storage Capacities*** per ***Storage Day***.
2. In case the ***Storage Customer's Storage Level*** is less than zero (0), **SEFE Storage** shall be entitled but not be obliged to buy and to inject ***Natural Gas*** which is needed for balancing the ***Storage Customer's Storage Account***. The ***Storage Customer*** shall be obliged to pay 150% of the purchase price as well as all the related costs.

Article 11 Tariff for Exceeding the Storage Capacities

1. The ***Tariff for Exceeding the Storage Capacities*** shall be:
 - a) ***Injection rate***: 2.2 ct/(kWh/h)/d
 - b) ***Withdrawal rate***: 2.8 ct/(kWh/h)/d
 - c) ***Working Gas Volume***: 13.7 ct/MWh/d
2. All the prices listed here are net prices; any statutory turnover tax that is due shall be charged separately at the applicable tax rate.

Article 12 Rounding procedure

To round the calculations of this ***Storage Specification*** up or down the intermediate calculations shall be rounded up or down to four (4) decimal places and the final results to two (2) decimal places. If the fifth (5th) or third (3rd) decimal place respectively should be five (5) or more, the sum shall be rounded up, if it is less than five (5), it shall be rounded down.

Article 13 Convergency

1. During the utilisation of salt caverns for natural gas storage, as being conducted in the Jemgum ***Storage Location***, the rock pressure may lead to a diminution of the salt caverns in the course of time (convergency). Consequently the serviceable ***Working Gas Volume*** diminishes.
2. If the Jemgum ***Storage Location*** is affected by convergency, **SEFE Storage** shall be entitled to reduce the ***Working Gas Volumes*** stated under Article 2.1 Section 2 c) and Article 2.2 Section 2 at any time. This entitlement shall exist irrespective of the ***Storage Services Agreement's First Utilisation Day***.
3. The reduction of the ***Working Gas Volume*** stated under Article 2.1 Section 2 c) and the ***Jemgum-add Working Gas Volume*** stated under Article 2.2 that has been contracted at the time of the reduction is limited

to the detected ratio of the diminution of the serviceable **Working Gas Volume** in the overall Jemgum **Storage Location**. SEFE Storage will endeavour to realise the required reduction of the overall **Working Gas Volume** predominantly by reducing offered Jemgum-add **Working Gas Volume** according to Article 2.2 which has not been contracted.

4. The reduction of the **Working Gas Volume** according to Section 2 shall apply to all **Storage Services Agreements**. In case the **Working Gas Volume** stated under Article 2.1 Section 2 c) is reduced, the adjustment of the **Storage Tariff** pursuant to Article 6 Sections 2 and 3 shall apply.

Article 14 First Gas Injection into Caverns

1. After completion of the leaching process the salt caverns are ready for first gas injection. At this moment the salt caverns are still filled with brine and **Natural Gas** has to be injected into them in order to displace the brine (first gas injection).
2. The periods scheduled for first gas injection in the Jemgum **Storage Location** will be disclosed to the **Storage Customer** as early as possible.
3. During first gas injection the Jemgum **Storage Location's** capability for physical gas withdrawal may be shortened.
4. Should the capability of physical gas withdrawal due to a shortening according to Section 3 be insufficient to fulfil the **Nominations** of the **Storage Customers** within their contracted **Withdrawal Rate**, SEFE Storage shall be entitled to adjust these **Nominations** proportionally to the capability of physical gas withdrawal.
5. SEFE Storage will endeavour to conduct the first gas injection of caverns within the period from April 1st to October 1st.

Article 15 Technical Limitations

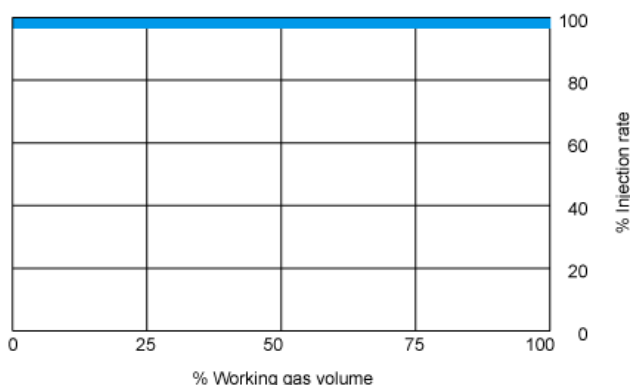
1. All **Storage Capacities** of the **Storage Services** described in 4 shall be subject to the technical limitations listed in Sections 2 to 7, which the **Storage Customer** is informed of according to the **General Terms and Conditions for Storage Access** via the **Nomination Procedure** that is regulated in the **Operating Agreement**.
2. For the operation of the Jemgum **Storage Facility** the following minimum volume flows for withdrawal and injection are necessary:

Sum over both **Delivery Points** 550,000 kWh/h, but not less than 220,000 kWh/h at each of the **Delivery Points**.
3. In the Jemgum **Storage Location** the time required to process a **Renomination** shall be two (2) hours.

4. The sum of all **Customers' Storage Levels** must not stay below 5% of the Jemgum **Storage Location's** overall **Working Gas Volume** for a period longer than 30 **Storage Days** per **Storage Year**.
5. The sum of all **Customers' Storage Levels** must not stay below 20% of the Jemgum **Storage Location's** overall **Working Gas Volume** for a period longer than 90 **Storage Days** per **Storage Year**.
6. Should the sum of all **Customers' Storage Levels** fall to smaller than 5 %, it has to reach 70% of the Jemgum **Storage Location's** overall **Working Gas Volume** in the following period from September 1st to October 1st of a **Storage Year**.
7. In order to comply with the limitations according to Sections 4, 5 and 6 **SEFE Storage** shall be entitled to demand from all **Storage Customers** at any time an adequate injection, which may exceed their contracted **injection rates**.

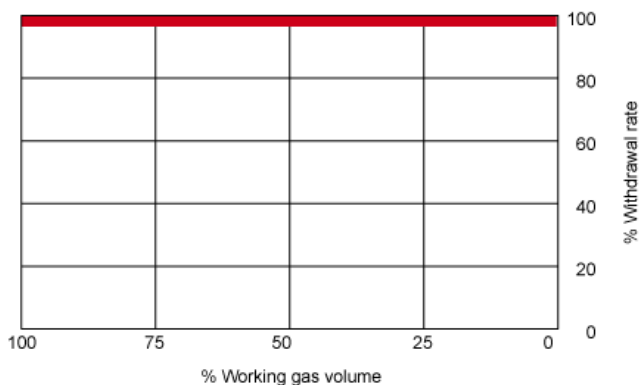
Article 16 Injection and Withdrawal Curves

1. The usage of the **Storage Services** as per Article 2.1 and Article 2.2 is limited by the **Injection and Withdrawal Curves**.
2. The **Injection and Withdrawal Curves** of the Jemgum **Storage Facility** assumed shall apply herein in combination with the **Storage Services** as per Article 2.1 and Article 2.2 also for the corresponding **Storage Services Agreements**.
3. If a percentage of the stored **Working Gas Volume** as per Sections 4 and 5 should be reached, **SEFE Storage** may lower the **Injection** or **Withdrawal Rate** to the percentage specified according to Sections 4 and 5.
4. The **Injection Curve** shows the **Injection Rates** as a function of the **Storage Customer's Working Gas Volume** which it shall be entitled to use.



The available **Injection Rates** of the **Storage Customer** (IR) equal 100% of the contracted, maximum **Injection Rate** at each **Customer's Storage Level** of **Working Gas Volume** (WGV).

5. The **Withdrawal Curve** shows the **Withdrawal Rates** as a function of the **Storage Customer's Working Gas Volume** which it shall be entitled to use.



The available **Withdrawal Rates** of the **Storage Customer** (IR) equal 100% of the contracted, maximum **Withdrawal Rate** at each **Customer's Storage Level** of **Working Gas Volume** (WGV).

Article 17 Delivery Points

1. The **Points of Injection and Withdrawal** shall correspond to the points at which the Jemgum **Storage Location** is connected to the **Neighbouring Natural Gas Networks**. The **Neighbouring Natural Gas Networks** of the Jemgum **Storage Location** are the natural gas networks operated by GASCADE Gastransport GmbH, Kassel (D) (GASCADE), and Gas Transport Services B. V., Groningen (NL) (GTS).
2. **Delivery Point** to GASCADE is defined as: „Jemgum I“; Netzkpunkt-ID: 1BMA (allocation procedure: declaratory).
3. **Delivery Point** to GTS is defined as: „Oude Statenzijl (SEFE Storage Jemgum)“; Netzkpunkt-ID: 301391 (allocation procedure: declaratory)

Article 18 Gas Quality Specifications

For the Jemgum **Storage Facility** the quality parameters published by the **Neighbouring Network Operators** shall apply at the **Delivery Points** listed under Article 17 Section 2 and 3.

Article 19 Changes in the Storage Specification

1. **SEFE Storage** shall be entitled to change the **Storage Specification** at any time except for Article 4, Article 5 and Article 6. Regardless of

Sentence 1 **SEFE Storage** shall be entitled to changes according to Article 3, Article 6, Section 4, and Article 13 under the conditions stated there. Additional to that **SEFE Storage** shall be entitled to change Article 4, Article 5 and Article 6 at any time as far as these changes are economically neutral updates or amendments without any impact on existing **Storage Services**.

2. With regard to changes in the **Storage Specification** Article 44 of the **General Terms and Conditions for Storage Access** shall apply accordingly. This shall not apply for changes according to Article 3, Article 6, Section 4, and Article 13 as well as changes of Article 15 Sections 4 to 6 and Article 18 of this **Storage Specification**.

Article 20 Provision of Storage Capacities in the event of non-use

1. Pursuant to Article 35b Section 1 Sentence 2 of the German Energy Industry Act ("EnWG"), the filling levels prescribed in Article 35b Section 1 Sentence 2 EnWG or on the basis of an ordinance pursuant to Article 35b Section 7 EnWG must be complied with on certain cut-off dates in every storage facility located in Germany and connected to the German transmission system.
2. **SEFE Storage** is entitled to make available to the market area manager (hereinafter referred to as "**MAM**") all or part of the **Storage Capacities** booked by the **Storage Customer** on a firm basis in accordance with the **Storage Services Agreement** if the **Storage Customer** has not used the **Storage Capacities** booked on a firm basis in time to an extent that technically enables compliance with the level requirements pursuant to Article 35b Section 1 Sentence 2 EnWG as amended from time to time and/or a regulation pursuant to Article 35 Section 6 EnWG as amended from time to time (hereinafter referred to as "**Level Requirements**").

The decision on the provision of **Storage Capacities** shall be based on the **Working Gas Volume** filled by the **Storage Customer** one **Working Day** (Day D-1 **Working Day** (WT)) prior to the delivery of the capacities at 08:00 a.m. If this filled **Working Gas Volume** is not sufficient to reach a certain **Level Requirement** on **Storage Day** D+1, 06:00 a.m., taking into account the level curve, a certain proportional **Working Gas Volume** shall be made available to the **MAM**.

The amount of this pro rata **Working Gas Volume** to be made available is the difference between the filled **Working Gas Volume** necessary to achieve the corresponding **Level Requirement** on the next cut-off date and the **Working Gas Volume** of the **Storage Customer** on **Storage Day** D, 06:00 a.m. This pro rata **Working Gas Volume** shall be made available to the **MAM** from **Storage Day** D, 6:00 a.m. until the end of the **Storage Year**.

The corresponding filling level curve results from the minimum filled **Working Gas Volume** required to achieve the corresponding **Level Requirement** based on the firm booked **Working Gas Volume** as well as the firm booked **Injection Rate** under Article 3 of this **Storage Specification**, taking into account planned downtimes and the **Injection Curve**.

3. Whereas the **Level Requirements** on October 1st and November 1st refer to the **Working Gas Volume** booked by the **Storage Customer**, the **Level Requirement** on February 1st refers to the minimum of i) the **Working Gas Volume** booked by the **Storage Customer** and ii) the **Working Gas Volume** remaining after provision in accordance with figure 2.
4. In addition to the proportional **Working Gas Volume** pursuant to Section 2, the provision to the **MAM** shall also include the contractually agreed maximum firm **Injection** and **Withdrawal Rate** of the **Storage Customer** from **Storage Day D 6:00 a.m.** until the next cut-off date pursuant to the **Level Requirement** as well as the pro rata firm **Withdrawal Rate** from **Storage Day D 06:00** until the end of the **Storage Year**. The share of the firm **Withdrawal Rate** to be made available in percentage of the booked firm **Withdrawal Rate**, corresponds to the share of the firm **Working Gas Volume** of the booked firm **Working Gas Volume**.

From **Storage Day D 06:00 a.m.** until the next cut-off date in accordance with the **Level Requirement**, the **Working Gas Volume** remaining to the **Storage Customer** may be used by means of interruptible and/or firm **Injection Rate** acquired in addition.

From **Storage Day D 06:00 a.m.** until the next cut-off date according to the **Level Requirement**, the **Working Gas Volume** remaining to the **Storage Customer** cannot be used by means of firm and/or interruptible **Withdrawal Rate**.

5. Withdrawals are not permitted in the period from **Storage Day D-1WT 08:00 a.m.** to **Storage Day D 06:00 a.m.** Already existing withdrawal nominations for the period after **Storage Day D-1WT 08:00 a.m.** can be shortened by **SEFE Storage**.

Injections are permitted in the period from **Storage Day D-1WT 08:00 a.m.** to **Storage Day D 06:00 a.m.**, provided that the nominations were made before **Storage Day D-1WT 08:00 a.m.** However, renominations of **Injection Rate** from day D-1WT 08:00 a.m. are no longer possible.

6. **SEFE Storage** shall notify the **Storage Customer** of the amount of **Storage Capacities** to be made available under Sections 2 and 3 on **Storage Day D-1WT** by 08:00 a.m.
7. Notwithstanding the provision of **Storage Capacities** to the **MAM**, the **Storage Customer** shall remain obliged to pay the **Storage Services Fee** in accordance with its **Storage Services Agreements**.

8. Article 22 of the **General Terms and Conditions for Storage Access** shall not apply to the provision of **Storage Capacities** pursuant to this Article 20.
9. **SEFE Storage** shall be entitled at any time to unilaterally adjust the parameters for the calculation of the **Storage Capacities** to be made available to the **MAM** and/or the provisions for the processing/reversal of such provision as set forth in this Article 20, to the extent this is necessary due to legal and/or regulatory requirements. Official requirements within the meaning of the preceding sentence shall include not only legally binding requirements but also guidelines and/or interpretation aids issued by the Federal Network Agency ("Bundesnetzagentur"). Article 19 of the Storage Specification and Article 44 of the **General Terms and Conditions for Storage Access** shall apply to such adjustment, provided that the **Storage Customer** shall not be entitled to terminate its **Storage Services Agreement** as a result thereof.

Annex 1

REGENT-Rules Jemgum

on the implementation of No. 2 and 3 of the operative part of the Federal Network Agency's decision concerning the periodic decision-making regarding the reference price methodology and the other points listed in Article 26 (1) Regulation (EC) No 2017/460 regarding all transmission system operators (determinations BK9-19/610 of 11.09.2020, hereinafter referred to as "**REGENT 2021**").

According to section 2 of the operative part of **REGENT 2021**, network operators are obliged to offer a discounted network tariff at entry and exit points at storage facilities if and to the extent that a storage facility is not used as an alternative to grid connection point. The network operator must have the storage operator prove the non-usability of the storage facility with discounted capacities as an alternative to a grid connection point in accordance with section 2 of the operative part of **REGENT 2021**.

In addition to this attachment, you will find under <https://www.sefe-storage.de/en/download/marketing-documents> a presentation illustrating the applicable REGENT rules in Jemgum.

With effect from 01.10.2021 **REGENT 2021** replaces the decision of the Federal Network Agency dated 29.03.2019, ref. no. BK9-18/610-NCG and BK9-18/611-GP (hereinafter referred to as **REGENT**) due to the merger of the previous market areas Net Connect Germany and GASPOOL into the joint market area "Trading Hub Europe" (hereinafter referred to as "**THE**") with effect from 01.10.2021.

Therefore, **SEFE Storage** and **Storage Customer agree** on the following:

Section1 Installation of discount and non-discounted accounts in the Storage by SEFE Storage

1. **SEFE Storage** undertakes to keep a separate account for each **Storage Customer** to which the working gas quantities are booked which are
 - a. injected and withdrawn from the **Storage** using exit or injection capacity of the network operator at the storage connection point, which is priced with a discounted tariff in accordance with the provisions of section 2 sentence 1 of the operative part of **REGENT 2021** (hereinafter referred to as

"discounted capacity") (hereinafter referred to as "discount account THE"),

- b. injected into and withdrawn from the **Storage** using exit or entry capacity of the network operator at the storage connection point which is not priced with a discounted tariff according to the provisions of Number 2 Sentence 1 of the operative part of **REGENT 2021** (hereinafter referred to as "non-discounted capacity") (hereinafter referred to as "non-discounted account THE"), and
- c. injected into and withdrawn from the **Storage** using exit or entry capacity of the network operator of the connected market of the neighbouring country at the storage connection point (hereinafter referred to as "GTS capacities") (hereinafter referred to as "non-discounted account TTF").

The provisions of section 2 number 2 lit. d) and e) remain unaffected.

- 2. **SEFE Storage** shall initially ensure that a reclassification of gas volumes
 - a. between the **discount account THE** and a **non-discount account THE** as well as
 - b. between the **discount account THE** and a **non-discount account TTF**is not possible in either direction.

Section 2 Entry of exit and entry capacities into balancing groups/sub-balancing accounts and allocation of working gas quantities to discounted and non-discounted accounts in the storage facility

- 1. In accordance with **REGENT 2021**, the network operator shall ensure that a transport customer
 - a. can only place **discounted capacity** into a balancing group/sub-balancing account without a special designation for non-discounted capacity (hereinafter referred to as "**B_{discounted}**"),
 - b. can only place **undiscounted capacity** into a specially marked balancing group/sub-balancing account for non-discounted capacity (hereinafter referred to as "**B_{non-discounted}**"), and
 - c. can place **GTS capacities** in a balancing group/sub-balancing account of Gas Transport Services B.V., Groningen (NL) (hereinafter referred to as "**B_{non-discounted TTF}**").

2. **SEFE Storage** shall initially ensure that working gas quantities under the **Storage Service Agreements** concluded between the **Contractual Counter Party** which are

- a. are injected from a **B_{discounted}** are exclusively allocated to a **discount account THE**,
- b. are injected from a **B_{non-discounted}**, are exclusively allocated to a **non-discounted account THE**,
- c. are injected from a **B_{non-discounted} TTF**, are exclusively assigned to a **non-discounted account TTF**,
- d. are withdrawn from a non-discounted account,
 - i. are either transferred to a **B_{non-discounted}**
 - ii. or be transferred to a **B_{non-discounted} TTF**,
 - iii. or, if the injected working gas quantities can be proven to have been transferred back to the **THE** market area from which the working gas quantity in question was originally injected, to a **B_{discounted}**, and
- e. are withdrawn from a **discount account THE**, are either transferred to a **B_{discounted}** or, if the injected working gas quantities can be proven to be withdrawn again into the market area **THE** from which the working gas quantity in question was originally injected, are transferred to a **B_{non-discounted}**.

The working gas quantities are allocated to the respective accounts of the **Storage Customer** by means of different balancing group codes. The **Storage Customer** shall inform **SEFE Storage** of the balancing group codes to be used by the **Storage Customer** no later than five (5) calendar days before the start of the **Storage Service Agreement**.

3. If the **Storage Customer** and the network operator have agreed on invoicing in accordance with recital 558 of **REGENT 2021**, the **Storage Customer** shall be responsible to submit the written information of the respective network operator to **SEFE Storage** in a timely manner. In this case, a transfer from the **discount account THE** to the **non-discounted account THE** or from the **non-discounted account TTF** to the **discount account THE** may be performed in deviation from section 1 number 2, sentence 1.

4. If an allocation or transfer of the working gas quantities cannot take place in accordance with number 2, **SEFE Storage** will reduce the nominations concerned to zero in the context of matching and communicate this to the network operators.

Annex 2

Process description for the implementation of the technical restrictions according to Article 6 Section 3 to 6

according to Article 6 Section 6 of this **Storage Specification**, our **Storage Customers** are obliged to comply with the technical restrictions mentioned in Article 6 Section 3, 4 and 5 and in case of non-compliance **SEFE Storage** is entitled to demand injection from the respective **Storage Customers**. If the technical restrictions are foreseeably not complied with, **SEFE Storage** would be forced to ensure compliance with them itself in the first instance. The costs incurred in such a case would be charged to those **Storage Customers** who have not ensured compliance with the agreed technical restrictions through their own measures.

1. Determination of the daily counter

- a. The **Storage Level** in percent is determined by the ratio between the sum of all storage levels of the **Storage Customers** and the published **Working Gas Volume** of the **Storage Location** Jemgum.
- b. A day of underrun is defined by the sum of 24 hours on which the respective restriction was underrun. Each day of underrun increases the daily counter of the respective restriction by one unit.
- c. The daily counter for the underrun of the technical restrictions pursuant to Article 6 Section 3 and 4 of the storage specification shall be set to zero on 01.04. of each year.
- d. In the case of Article 6 Section 6 of the **Storage Specification**, the restriction shall apply in the period from 01.09. to 01.10. of the respective current **Storage Year**, provided that the **Storage Level** has fallen below 5% once between 01.09. of the previous **Storage Year** and 01.09. of the current **Storage Year**.
- e. Both the daily meters and the fact that the **Storage Level** has fallen below 5 % for the first time are published on **SEFE Storage's** homepage under the heading "REMIT" and, in addition to the times listed in the attached process diagrams, the storage customers are informed by email and, if necessary, by telephone. These emails constitute the request for injection pursuant to Article 6 Section 6 of this **Storage Specification** vis-à-vis the storage customer. In addition, it is also possible to retrieve the daily counters via RSS feed.

2. Replacement provision process

The replacement provision process (hereinafter referred to as "RPP") starts with the points in time defined below (see process diagrams):

Restriction for sum of all **Storage Levels**

- 90 days / 20 % = daily counter reading: 74
- 30 days / 5 % = daily counter reading: 24
- first time < 5%

➡ 70 % from 01.09. to 01.10. = 20.07. (depending on Section 1.d)

The RPP ends at the earliest on the day on which each **Storage Customer** has a percentage **Storage Level** of at least the respective restriction in relation to its booked **Working Gas Volume**. The following days show the latest point in time for the termination of the RPP (see process diagrams):

- 20 % = 16 storage days after the start of the RPP.
- 5 % = 6 storage days after the start of the RPP
- first time < 5%

➡ 70 % from 01.09. to 01.10. = 01.09.

With the start of the RPP, a customer-specific check of the **Storage Level** is carried out in addition to the determination of the respective daily counter.

Here, the **Storage Level** of each **Storage Customer** is determined in percent on the basis of the ratio between his current **Storage Level** and the **Working Gas Volume** booked by him.

Storage Customers whose percentage **Storage Level** at the start of the RPP is lower than the respective restriction are obliged to achieve a **Storage Level** of at least the respective restriction by the time the RPP ends at the latest. Until the respective restriction is exceeded for the first time, it is not possible for these **Storage Customers** to use the **Withdrawal Rate**.

For those **Storage Customers** whose percentage storage level at the beginning or in the course of the RPP corresponds to at least the respective restriction, a minimum **Storage Level** in the amount of the respective restriction shall apply from the beginning of the RPP or from reaching the respective restriction until the point in time defined in Section 5.

If the **Storage Customer** does not comply with the request for injection in order to meet the respective restriction, **SEFE Storage** will procure the natural gas quantities required for the **Storage Customer**.

3. Replacement procurement by SEFE Storage

A replacement procurement of natural gas quantities for a **Storage Customer** by **SEFE Storage** (hereinafter referred to as "RP") will only be carried out if the **Storage Customer** can no longer achieve compliance with the respective restriction in the remaining days until the latest end of the RPP. It is assumed for the benefit of the **Storage Customer** that the **Storage Customer** uses 100% of its booked **Injection Rate** from day D+2.

The natural gas quantity to be procured for the following day (D+1) per **Storage Customer** shall be determined taking into account the contractually agreed nomination deadlines on day D at 3.00 p.m., provided that the day D is not a Saturday, Sunday or public holiday according to the "Trading Calendar - Neutral Gas Spot" published by EEX and/or a public holiday in the Federal State of Hessen.

In addition to the nomination confirmation of **SEFE Storage** vis-à-vis the **Storage Customer** for day D+1 available until D 3.00 p.m., working gas transfers until D 4.00 p.m. shall also be taken into account. The same lead times apply to working gas transfers in the **Storage Portal** as to nominations in accordance with this **Storage Specification**.

If day D is followed by a Saturday, Sunday or public holiday in accordance with the "Trading Calendar - Neutral Gas Spot" published by EEX and/or a public holiday in the Federal State of Hesse, the replacement procurement quantity determined for day D+1 shall be distributed as a flat delivery over the days until the following working day.

We expressly point out that the nomination confirmation of **SEFE Storage** always follows the matching process between **SEFE Storage** and the adjacent network operators. The nomination lead times according to this **Storage Specification** must be taken into account.

During the RPP, injection nominations by the **Storage Customer** for D+1 are permitted at any time and are taken into account accordingly on his **Storage Account**.

Should the **Storage Customer** make injection nominations for D+1 for which he receives a confirmation after D 3 p.m. and at the same time a replacement procurement is made by **SEFE Storage** for the **Storage Customer** for D+1, the **Storage Customer** shall pay for the natural gas quantities procured by **SEFE Storage** in accordance with section 4.

The natural gas quantities procured for the **Storage Customer** for D+1 will be taken into account in the determination of a possible replacement procurement on day D+1 for D+2 and credited to the **Storage Customer's storage account** "non-discounted origin from NL" by D+2 or on the following working day by 10.00 a.m. (see Annex 1 "REGENT-Rules Jemgum" and "Presentation REGENT - Jemgum" under <https://www.sefe-storage.de/en/download/marketing-documents>).

4. Transfer price replacement quantity and invoicing

The transfer price for the natural gas quantity procured for the **Storage Customer** by **SEFE Storage** for Day D+1 shall be determined as follows:

Relevant price quotation ("PQ") for the corresponding delivery day (three decimal places). Pricing is carried out on the previous trading day. The PQ is published, on each trading day for the VTP TTF, as the "End of Day €/MWh" for the following working day (defined as "DA") and the following weekend (defined as "WE") in the diagram "End of Day", "TTF" on the EEX website under "NATURAL GAS MARKETS", "Spot market data". The PQ published on the previous trading day applies to EEX trading holidays (defined as "BH"). The definitively published PQ applies.

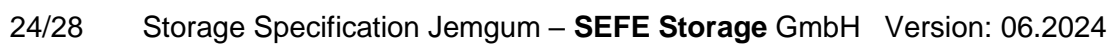
+ 10 %

+ valid transportation tariff of Gasunie Transport Services for firm exit capacities at the network point "Oude Statenzijl (**SEFE Storage** Jemgum)"; network point ID: 301391 1BMA" on a daily basis. Here, the transport charge is calculated on the basis of a flat delivery of the replacement procurement quantity.

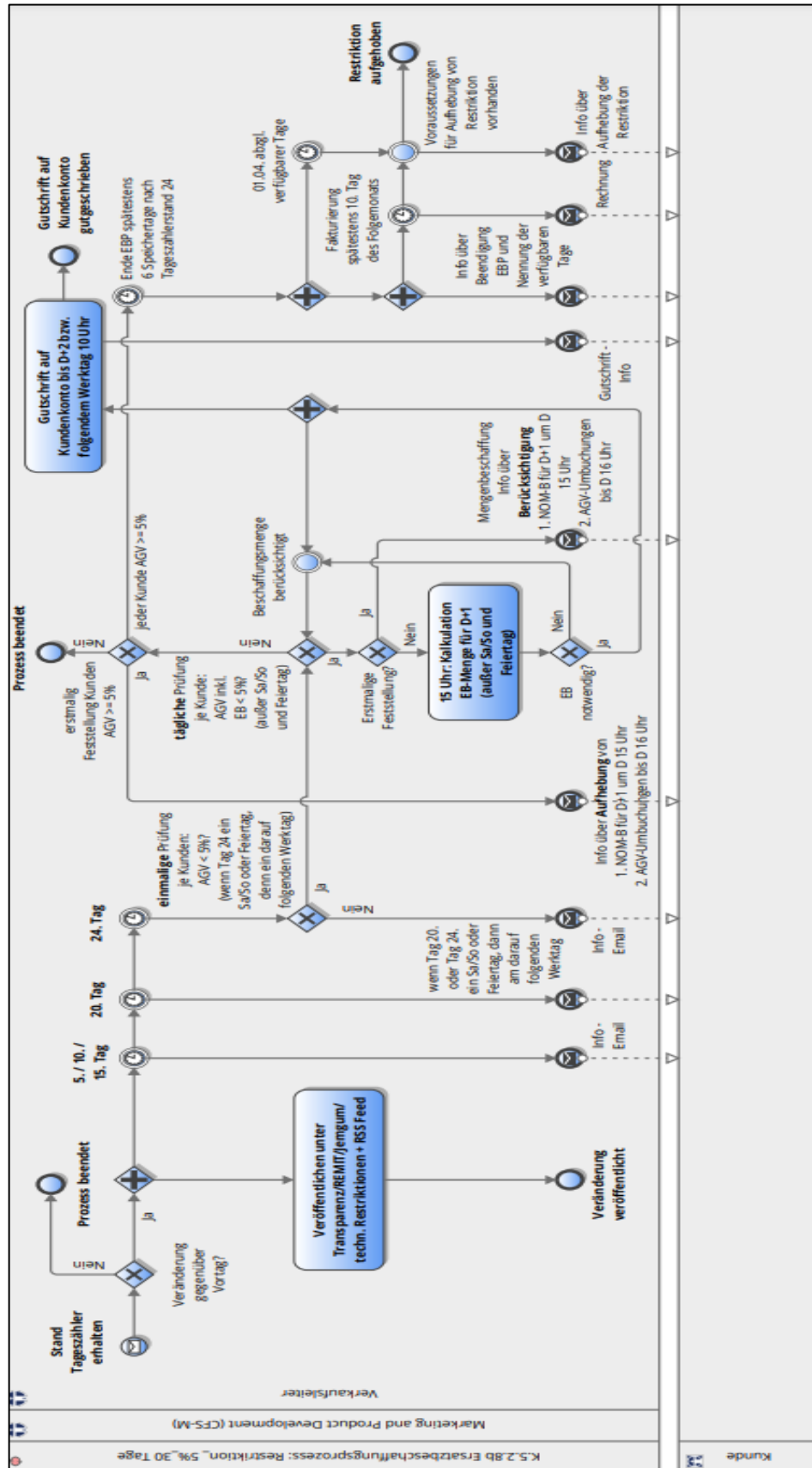
Invoicing for the replacement procurement quantities shall take place no later than the 10th day of the month following the conclusion of the RPP.

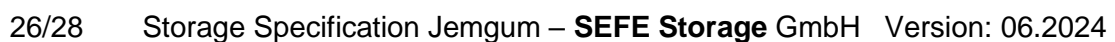
5. Cancellation of the technical restrictions at the end of the storage year

The minimum storage levels resulting from the technical restrictions pursuant to Article 6 Section 3 and 4 of this **Storage Specification** (5% and 20%) shall be complied with by each individual **Storage Customer** from the termination of the RPP until the end of the respective **Storage Year**. If, at the time of termination of the RPP, the daily counter has not yet reached the level specified in Article 6 Section 3 and 4 of this **Storage Specification** (90 or 30 days, respectively), the obligation to comply with the minimum **Storage Level** shall be reduced by the number of days still available (90 or 30 minus the respective daily counter level) in the amount of the respective restriction. The reduction shall be made retroactively from the end of the **Storage Year** (01.04.) and only if and to the extent that this does not conflict with compliance with the other technical restrictions.



K.5.2.8b Ersatzbeschaffungsprozess: Restriktion_ 5%_ 30 Tage Kunde





Annex 3

Cross-Border NL (GTS Rules)

SEFE Storage operates the Jemgum **Storage Facility**, which is located in Germany and is physically connected to both the German market area (hereinafter “**THE**”) and the Dutch market area (hereinafter “**TTF**”). Therefore, cross-border flows between the **TTF** market area and the **THE** market area can take place in both directions through the Jemgum **Storage Facility**.

As a result of the decision of the ACM (Authority for Consumers and Markets) of 11.04.2024 (reference no. ACM/UIT/613237) to amend the Dutch Gas Act, Gasunie Transport Services B.V. (hereinafter “**GTS**”) has amended its contract conditions (“Transmission Service Conditions”, hereinafter “**TSC**”) as of 01.01.2025. **GTS** and **SEFE Storage** have entered into an agreement (“Agreement on applicable tariffs to and from storage facilities that are physically connected to the Dutch and German market area”, hereinafter referred to as the “**Agreement**”) to implement a discount on transport tariffs in the future ex ante by **GTS** at the Jemgum **Storage Facility**. This **Agreement** is attached to the amended **TSC** as Appendix 11.

According to this **Agreement**, **SEFE Storage** is obliged to provide **GTS** with a monthly, customer-specific statement of injections and withdrawals into and out of the Jemgum **Storage Facility** and transfers between customers in the Jemgum **Storage Facility**. This should enable **GTS** to identify cross-border flows and to invoice them as such ex post.

In this context, **SEFE Storage** specifies the following procedure:

Article 1 SEFE Storage shall set up and manage the „THE Inventory“ and „TTF Inventory“ accounts in the Jemgum Storage Facility

1. From 01.01.2025, 06:00 CET, **SEFE Storage** will manage one **THE Inventory** and one **TTF Inventory** account for each **Storage Customer** in the Jemgum **Storage Facility**. These two accounts will be managed independently of the accounts in accordance with Annex 1 (REGENT-Rules Jemgum).
2. All working gas quantities which are injected into the Jemgum **Storage Facility** from a **THE** balancing group shall be assigned to the **THE Inventory**.

All working gas quantities which are injected into the Jemgum **Storage Facility** from a **TTF** balancing group shall be assigned to the **TTF Inventory**.

3. All working gas quantities withdrawn from the Jemgum **Storage Facility** and fed into a **THE** balancing group are taken from the **THE Inventory** account until it reaches zero (0). In the case of further withdrawals into a **THE** balancing group, the working gas quantities are taken from the **TTF Inventory** account, which represents a cross-border flow from **TTF** to **THE**.

All working gas quantities withdrawn from the Jemgum **Storage Facility** and fed into a **TTF** balancing group are taken from the **TTF Inventory** account until it reaches zero (0). In the case of further withdrawals into a **TTF** balancing group, the working gas quantities are taken from the **THE Inventory** account, which represents a cross-border flow from **THE** to **TTF**.

4. Transfers between the **THE Inventory** account and the **TTF Inventory** account are not possible in either directions.
5. Working gas quantities in the **discount account THE** or in the **non-discount account THE** according to Annex 1 (REGENT-Rules Jemgum) on 1 January 2025, 06:00 CET, are initially allocated to the **THE Inventory** account.

Working gas quantities in the **non-discount account TTF** according to Annex 1 (REGENT-Rules Jemgum) on 1 January 2025, 06:00 CET, are initially allocated to the **TTF Inventory** account.

Article 2 Data transmission to GTS

SEFE Storage shall transmit data of the **Storage Customers** to **GTS** in accordance with article 4 of the **Agreement** by the 10th **Working Day** of each month.