

**EXCERPT OF**

**AMENDMENT NO. 6**

to

**GRID CONNECTION AGREEMENT**

(hereinafter referred to as "**Amendment**")

for

**THE GRID CONNECTION POINT BRANDOV**

between

**NET4GAS, s.r.o.**

Registered office: Na Hřebenech II 1718/8, 140 21 Prague 4 – Nusle, Czech Republic

Identification No.: 272 60 364

registered in the Commercial Register at the Municipality Court in Prague, Section C, enclosure 108316

(hereinafter referred to as "**N4G**")

and

**OPAL Gastransport GmbH & Co. KG**

Registered office: Emmerichstraße 11, 34119 Kassel, Germany

DVGW identification number: 9870115200006

registered in the HRB 17288 in the commercial register at the local court Kassel

(hereinafter referred to as "**OGT**")

and

**Lubmin-Brandov Gastransport GmbH**

Registered office: Huttropstraße 60, 45138 Essen, Germany

DVGW identification number: 9870115700006

registered in the HRB 20270 in the commercial register at the local court Essen

(hereinafter referred to as "**LBTG**")

(hereinafter N4G and OGT and LBTG are together referred to as the "**PARTIES**")

## Preamble

[...]

1. The PARTIES agree that OGT and N4G have concluded respective agreements on the implementation of the VIP Brandov – GASPOOL.

2. In order to implement the requirements of NC CAM and NC INT, the PARTIES agree on the following changes to the GCA:

The following definitions shall be added to § 2 (Definitions) of the GCA:

*“**FLOW REPARTITION** shall mean the procedure of repartition of the physical gas flow among the respective physical interconnection points integrated into the VIP Brandov – GASPOOL and used for transport of the gas volumes nominated by shippers on the VIP Brandov – GASPOOL or physical Grid Connection points (GCP) on both sides of the border and matched by VIP TSOs.*

***TARGETED VALUE** shall mean the amount of gas to be transported over the IP as a result of the procedure carried out between the VIP TSOs.*

***VIP Brandov – GASPOOL** shall mean the interconnection points Olbernhau II, Brandov-STE GAL, Deutschneudorf/Hora sv. Kateřiny – direction CZ, Deutschneudorf/Hora sv. Kateřiny – direction Germany and Brandov-OPAL integrated into one Virtual Interconnection Point for the purposes of providing a single capacity service;*

***VIP TSO** shall mean the transmission system operators of the VIP Brandov – GASPOOL on both sides of the Czech/German border – by name: N4G and GASCADE – responsible for marketing of the available capacities and the matching process on the respective side of the border.”*

3. § 2, § 2.1, § 2.1.1, § 2.1.2, § 2.1.3, § 2.2 and § 2.3 of Annex 1 (Processing Manual) to the GCA shall cease to apply.

4. A new “§ 4a Communication procedure in case of exceptional events” shall be inserted into the GCA after “§ 4 Exchange of information” and shall read as follows:

*“OGT and N4G declare that their emergency plans for exceptional events, including preventive action plans, are in full compliance with the respective national safety legislation and were developed in accordance with Commission Regulation (EU) No 2015/703 (NC INT).*

*The procedures in case of exceptional events are described in Annex 13 – Dispatching Agreement to this Grid Connection Agreement.”*

5. § 3 of Annex 1 (Processing Manual) to the GCA shall be replaced by the text which reads as follows:

*“Through appropriate steering techniques, OGT as SERVICE PROVIDER with regards to the OPAL INFRASTRUCTURE and N4G as an operator of the adjacent N4G INFRASTRUCTURE shall work*

*in close cooperation to keep the difference between the TARGETED VALUE and the sum of actual flowing NATURAL GAS quantities as small as possible. The balance of these quantities shall be updated daily in an OPERATIONAL BALANCING ACCOUNT. N4G shall regularly inform OGT and LBTG about the current account balance of the OPERATIONAL BALANCING ACCOUNT.*

*OGT shall control the PHYSICAL GAS FLOW up to the GCP BRANDOV in such way that the GAS PRESSURE at the GCP BRANDOV remains within the agreed limits.*

*N4G is responsible for control of PHYSICAL GAS FLOW at and from the GCP BRANDOV. Furthermore, N4G shall control the balance of the OPERATIONAL BALANCING ACCOUNT in such way that the ACCUMULATED IMBALANCE will be as close to zero ("0") as possible, however provided that the PHYSICAL GAS FLOW is in line with the TARGETED VALUE generated by the FLOW REPARTITION procedure.*

*OGT and N4G will also run the previously stated OPERATIONAL BALANCING ACCOUNT in line with TARGETED VALUE based on FLOW REPARTITION procedure.*

*[...]*

*If a correction in measurement data (using the measurement system described in Annexes 2) must be carried out and is agreed upon between OGT and N4G, the correction amounts will be added to or removed from the OPERATIONAL BALANCING ACCOUNT and be presented in the new balance.*

*[...]*

*If ACCUMULATED IMBALANCE were to exceed the limit of the OPERATIONAL BALANCING ACCOUNT, the PARTIES shall determine whether and to which extent the limit could be increased. If the PARTIES do not agree on an increase the situation will be solved on VIP level between VIP TSOs according to the VIP Agreement in order to bring the OPERATIONAL BALANCING ACCOUNT back within the agreed limit and shall return to the normal operation as soon as possible.*

*[...]*

6. § 4 of Annex 1 (Processing Manual) to the GCA shall be replaced by the text which reads as follows:

*"§ 4 Reports*

*§4.1. An allocation report contains:*

- 1. the TARGETED VALUE on a daily basis*
- 2. the measured quantities, including any measuring adjustments to be used,*
- 3. the ACCUMULATED IMBALANCE.*

*§ 4.2. Monthly allocation report*

7. In Annex 11 Page 2, the 1<sup>st</sup> row/9<sup>th</sup> column of the table (“*Sum of Nomination*”) shall be replaced by data for “*TARGETED VALUE*”.
8. In Annex 11 Page 3 bullet point “1)”, the wording “*Nominated monthly quantity of the Natural Gas related to the Grid Connection Point Brandov*” shall respectively be replaced by “*TARGETED VALUE of the Natural Gas related to the Grid Connection Point Brandov*”.
9. The Annex attached to this Amendment shall be added as “Annex 13” to the GCA Brandov and especially be understood as an Annex in the sense of § 20 GCA Brandov.

[...]

Prague,

Kassel,

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**NET4GAS, s.r.o.**

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**OPAL Gastransport GmbH & Co. KG**

Essen,

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**Lubmin-Brandov Gastransport GmbH**

## **1. Dispatching activities**

Dispatching activities mean planning, monitoring and control of the transmission system of either PARTY through the GRID CONNECTION POINT (GCP) BRANDOV, handling of notifications of the expected ENERGY QUANTITY based on result of FLOW REPARTITION process submitted by VIP TSO responsible for FLOW REPARTITION, control of the ENERGY QUANTITY and quality of the transmitted gas and online exchange of dispatching information.

## **2. Cooperation between dispatching centers**

To ensure effective transmission of gas through the GCP BRANDOV, the PARTIES shall make operational arrangements and cooperate in accordance with the terms set forth in this Annex 13. The PARTIES shall immediately inform each other of any events or measures taken, which could affect the ENERGY QUANTITY and quality parameters of the gas transmitted through the GCP BRANDOV.

### **2.1. The dispatching cooperation in case of an EXCEPTIONAL EVENT**

**2.1.1.** In case of a failure, emergency-situation or other contingency in the territory of either PARTY which could affect the flow of gas through the GCP BRANDOV ("EXCEPTIONAL EVENT"), the relevant dispatching center shall immediately notify the other PARTIES of such situation by phone and provide the following information:

- a) cause of the EXCEPTIONAL EVENT
- b) impact of such occurrence on the ENERGY QUANTITY of gas to be transmitted through the relevant GCP BRANDOV and the expected pressure level at the GCP BRANDOV;
- c) expected duration of the EXCEPTIONAL EVENT, including the estimated time of its removal.

The information shall be subsequently confirmed in writing by fax or e-mail in accordance with a pre-agreed form without any undue delay.

**2.1.2.** The PARTIES shall immediately inform each other by phone of:

- a) any change in the agreed or carried out maintenance works,
- b) completion dates for maintenance works and contingency situations in the transmission system of either PARTY, which resulted in the restriction of transmission capacity through the GCP BRANDOV,
- c) any connections along cross-border pipeline sections that could affect the transmission of gas through the GCP BRANDOV,
- d) any change in the quality parameters of the gas flowing towards the GCP BRANDOV.

Such information shall be confirmed in writing by fax or e-mail in accordance with a pre-agreed form without undue delay.

**2.1.3.** The PARTIES` dispatching centers shall inform each other on the progress of the ongoing maintenance works and steps taken in order to remove the EXCEPTIONAL EVENT in the interval of at least every six hours, or more frequently in exceptional situations when requested by one PARTY.

**2.1.4.** In case the result of FLOW REPARTITION process or MATCHING PROCESS is or could be affected by the EXCEPTIONAL EVENT the PARTIES shall inform their shippers about the possible impact on the TARGETED VALUE or on the MATCHED QUANTITY set for the GCP BRANDOV and expected and actual end of the EXCEPTIONAL EVENT.

[...]