General Terms & Conditions of OPAL NEL TRANSPORT GmbH

(hereinafter referred to as “GTC”)

valid for services from 1. October 2011

Table of Contents

Section 1 Conclusion contract

1. The Shipper concludes this entry/exit contract via the primary capacity platform jointly operated by the transmission system operators. The preconditions for contract conclusion are registration as shipper on the primary capacity platform and acceptance by the transmission system operator as a shipper. The primary capacity platform´s terms and conditions published on the primary capacity platform operator's website apply regarding registration on the primary capacity platform jointly operated by the transmission system operators in accordance with Section 6 of the Gas Grid Access Ordinance (GasNZV).
2. The entry/exit contract for firm entry and exit capacity at market area interconnection points as well as at cross-border interconnection points comes into effect upon the allocation of capacity at the end of the auction.
3. The following capacity types are allocated in the chronological order in which binding requests are received:

   a) Exit capacity to end-consumers and storage facilities

   b) Entry capacity from storage, production and LNG facilities

   c) Entry capacity from facilities within the meaning of section 6 of GasNZV for biogas injection, and

   d) Interruptible capacity.

   In these cases the contract comes into effect upon receipt by the shipper of an electronic booking confirmation.
4. Entry/exit contracts per item 3 may be concluded as follows: with a term of

   - one year or longer – at any time
   - less than one year – a minimum of 3 months prior to commencement of the contract term
   - less than one month – a minimum of 20 business days prior to commencement of the contract term.
5. The supplementary terms and conditions of the respective transmission system operators in the version applicable at the time of entry/exit contract conclusion constitute an integral part of this contract. In the event of conflicting provisions between the entry/exit contract and the respective transmission system operators' supplementary terms and conditions, the terms of this entry/exit contract shall have precedence over said terms and conditions. Transmission system operators' supplementary terms and conditions may implement exceptions for cross-border interconnection points per items 2 and 3 to the rules outlined in the Federal Network Agency's 'Determination in the matter of capacity management and auction proceedings in the gas sector' (file no. BK7-10-001) dated 24 February 2011 (KARLA).

6. Section 12 (Nomination and renomination at market area interconnection points and cross-border interconnection points) and Section 16 (Capacity return) only apply starting 1 April 2012.

Section 2 Definitions of terms

The definitions of terms set forth in the following shall apply. Terms used in the singular imply the plural accordingly.

1. Bundled capacity: exit capacity and the corresponding entry capacity that a shipper can book together in a single procedure.
2. Bundled booking point: consolidation of a bookable exit point and a bookable entry point between two domestic or one domestic and one foreign market area into a single point at which shippers can book bundled capacity.
3. Bundled nomination: a single nomination for a bundled booking point.
4. Day-ahead capacity: capacity bookable the day before utilization as daily capacity.
5. Rest-of-the-day capacity: capacity bookable on the day of utilization for the rest of that day.
6. Within-day capacity: capacity bookable on the day of utilization for a particular part of that day.
7. Primary capacity platform: booking platform jointly operated by transmission system operators.
8. Person holding the network connection
   As per Section 1 (3) NDAV, applies accordingly to medium and high-pressure networks.
9. Exit network operator
   Network operator with whom the shipper concludes an exit/withdrawal contract per Section 3 (1) sentence 1 GasNZV, including in the form of a supplier framework agreement.
10. Exit point
    A point within a market area where gas can be withdrawn by a shipper from a network operator's network to supply end-consumers or for injection into storages, or to pass it at market area borders and country borders. Several exit points grouped together within a zone in accordance with Section 11 (2) GasNZV are also considered as exit point.
11. Balancing calorific value
    Balancing calorific value is an advance estimate of a final gross calorific value in a given calorific value area. It is subject to monthly review. A calorific value area is a network area in which a single final gross calorific value is applied.
12. Balancing group number
    A unique number assigned by the market area coordinator for a balancing group that principally serves the identification of gas quantity nominations/renominations.

13. Entry network operator
    Network operator with whom the shipper concludes an entry/injection contract per Section 3 (1) sentence 1 GasNZV.

14. Entry point
    A point within a market area where a shipper can put in gas from country borders, market area borders, domestic sources and production plants, LNG plants, biogas plants and storage facilities into the network operator's network. Several entry points grouped together within a zone in accordance with Section 11 (2) GasNZV also constitute an entry point.

15. Gas business year
    The period from 1 October, 6:00 a.m. of a given calendar year until 1 October, 6:00 a.m. of the following calendar year.

16. GeLi Gas (supplier business processes)
    Uniform business processes and data formats determined by the Federal Network Agency (doc. no. BK7-06-067) dated 20 August 2007, or any directive replacing or amending a determination issued by the Federal Network Agency.

17. Capacity
    Maximum hourly flow rate capacity at an entry or exit point, expressed in kWh/h.

18. KARLA
    Determination in the matter of Capacity Management and Auction Proceedings in the Gas Sector issued by the Federal Network Agency (Reference: BK7-10-001) dated 24 February 2011.

19. Flow commitment
    The contractual agreements outlined under Section 9 (3) sentence 2 no. 1, GasNZV.

20. Month M
    Month M is the delivery month.

21. Sub-balancing account
    Sub-balancing accounts are accounts assigned to a balancing group that allow assigning entry and exit quantities to transport customers and/or clear tracking of partial quantities.

22. Interruptible capacity
    Capacity offered by the transmission system operator on an interruptible basis. The transmission system operator may interrupt the use of interruptible capacity.

23. Business days
    In contrast to the definition of business days found under Section 2 no. 16 GasNZV, hereinafter 'business days' denotes every day except Saturdays, Sundays and legal holidays in relation to deadlines. Any day recognized as a public holiday in any German Federal Land shall be considered a national holiday. The 24th and 31st of December are always considered holidays.

Section 3 Scope of the entry contract

1. Concluding an entry contract obligates the entry transmission system operator to reserve the booked capacity at the respective entry points of the transmission system operator's network for the shipper in accordance with the entry contract.
2. The entry contract entitles the shipper to use the network from the entry point up to the virtual trading point of the respective market area.
3. The shipper is obligated to provide the gas quantities to be transported in accordance with sections 12, 13, 14 at the booked entry point and deliver them to the entry transmission system operator. The entry transmission system operator is obligated to take delivery from the shipper of the gas quantity provided per sentence 1.
4. Physical identity of the gas need not to be ensured. The provision and offtake of gas quantities may be carried out together with other gas quantities in a commingled stream.

Section 4 Purpose of the exit contract

1. Concluding an exit contract obligates the exit transmission system operator to reserve the booked capacity at the respective exit points of the transmission system operator's network for the shipper in accordance with the exit contract.
2. The exit contract entitles the shipper to use the network from the virtual trading point up to the exit point of the respective market area.
3. The exit transmission system operator is obligated to deliver to the shipper the gas quantities to be transported in accordance with sections 12, 13, 14 at the booked exit point. The shipper is obliged to take delivery from the exit network operator of the gas quantity provided per sentence 1 at the booked exit point.
4. The identicalness of the gas need not be preserved. Gas quantities may be received or provided mixed together with other gas quantities within a single gas flow.

Section 5 General entry and exit requirements

1. The prerequisites for entry and exit usage are having a balancing group contract in place, incorporation of the booked entry or exit point to a balancing group or sub-balancing account and nomination of the entry or exit gas quantity if nomination requirements apply per Section 12 or 13.
2. Biogas quantities may be incorporated to a separate biogas balancing group in accordance with Section35 GasNZV. Only if doing so the priority transport of biogas can be ensured.
3. Usage of booked capacity is subject to compliance with applicable capacity allocation restrictions and capacity usage restrictions.

Section 6 Preconditions for use of booked capacity at market area interconnection and cross-border interconnection points

1. The precondition for the use of bundled capacity are inclusion of the bundled booking point as exit point in the delivering market area, and as an entry point in the receiving market area within the respective balancing groups formed.
2. The shipper appoints a balancing group manager to be responsible for bundled nomination at a bundled booking point and informs the transmission system operators accordingly.
3. A precondition for use of capacity is prior conclusion of a balancing group contract or, in the case of bundled capacity the prior conclusion of balancing group contracts and prior fulfillment of technical requirements (most notable the communications testing) for use of the capacity.
4. The shipper must incorporate to the balancing groups the bundled or non-bundled booking point at which he has acquired bundled or non-bundled (unbundled) day-ahead capacity by 18:00 hours on the day before delivery day. To do so the shipper informs the transmission system operators of the balancing group numbers during day-ahead booking. Incorporation within the prescribed period requires a successfully conducted advance communication test between the transmission system operators and the appointed balancing group manager in accordance with the transmission system operators' supplementary terms and conditions, and the one-time submission of the confirmation per Section 12 Item 2.
5. A bundled booking point can be incorporated to several balancing groups. Should the shipper prefer to divide the bundled capacity booked by him at this point among several balancing groups/sub-balancing accounts, the shipper notifies the respective transmission system operators of such division per bundled booking point. Items 2 and 3 apply accordingly. Sentences 1 and 2 do not apply to bundled day-ahead capacity.
6. Use of booked capacity must be in compliance with any capacity allocation restrictions and capacity usage restrictions.
7. The possibility of incorporation of rest-of-the-day or within-day capacity offered is ensured.
8. The transmission system operators' supplementary terms and conditions outline further specifics regarding Item 7.
9. When several shippers incorporate their bundled capacity to a given balancing group, or a single shipper or several shippers incorporate bundled capacity to a balancing group to which unbundled capacity has already been incorporated, they are required to agree on the appointment of one balancing group manager who submits a consistent nomination for all capacity incorporated per item 2.

Section 7 Incorporation of entry and exit points to balancing groups

1. The shipper may incorporate an entry or exit point to several balancing groups/sub-balancing accounts. In such case the shipper shall notify the transmission system operators of the capacity quantities incorporated to the respective balancing group/sub-balancing account at that point. Exit points to end consumers and entry points at biogas plants can only be booked by one shipper, and only incorporated to one balancing group. The transmission system operators' supplementary terms and conditions may have provisions contrary to sentence 3.
2. Entry or exit points may only be incorporated to balancing groups or sub-balancing accounts with identical gas quality (H-or L-gas).
3. The shipper must incorporate the entry or exit point where he acquired unbundled day-ahead capacity in accordance with Section 6 Item 4.
4. The shipper shall notify the transmission system operators of the number of the balancing group/sub-balancing account to which the entry or exit points are being incorporated. The shipper warrants being authorized by the balancing group manager to incorporate on the latter's behalf entry or exit points to a balancing group or a sub-balancing account. The transmission system operator reserves the right however to require presentation of power of attorney documenting such authorization in case of doubt. The shipper shall indemnify the transmission system operator against third-party liability claims arising from not having the warranted legally valid authorization from the balancing group manager.

Section 8 Bundled booking points

1. The market area interconnection points and cross-border interconnection points connecting transmission networks with each other will be consolidated for each flow direction to form a single booking point.
2. Shippers may book bundled capacity at bundled booking points on a firm or an interruptible basis. Booking enables the shipper to handle the transport via a bundled booking by a bundled nomination. This arrangement applies to new contracts. Old contracts (contracts concluded on or before 31 July 2011) remain unaffected unless shippers holding exit and corresponding entry capacity contracts request modification of these contracts. Where there is still an old contract on one booking side, non-bundled (unbundled) capacity may only be sold on the other booking side until expiry of the contract at the latest.
3. At bundled and non-bundled booking points transmission system operators may also offer bundled and unbundled capacity with capacity allocation restrictions and capacity usage restrictions.
4. Bundling per item 1 is done among the transmission system operators' relevant individual booking points.
5. The parties to the contract are entitled to terminate an entry or exit contract when the corresponding contract at the bundled booking point is terminated. Accordingly, the parties are entitled to adjust a contract if the corresponding contract is adjusted. The rights and obligations proceeding from an entry or exit contract at the bundled booking point is sus-

pended for the duration of any suspension of the performance obligations under the corresponding contract at the bundled booking point, or while the corresponding contract is not yet effective.

Section 9 Capacity products

1. Via the primary capacity platform in particular the capacity products listed below may be offered on a firm basis per Section 1.

   a) Freely allocable entry capacity: Allows network usage from the booked entry point to the virtual trading point of the market area where booking was made (Section 3 (3) GasNZV).

   b) Freely allocable exit capacity: Allows network usage from the virtual trading point to the booked exit point of the market area where booking was made (Section 3 (3) GasNZV).

   c) Freely allocable entry capacity for biogas: Allows the same usage as per a., but only permitted for feeding in biogas.

   d) Freely allocable exit capacity for biogas: Allows the same usage as per b., but only permitted for offtaking biogas.

   e) Restricted-allocable capacity: Allows use of the network from the booked entry point to one or more defined exit points. Use of the virtual trading point is excluded.

   The products per Items a) – d) are also offered on an interruptible basis.

   In their supplementary terms and conditions transmission system operators may offer additional capacity products, including particularly capacity products with capacity allocation restrictions and capacity usage restrictions. Transmission system operators publish capacity allocation restrictions and capacity usage restrictions affecting individual entry or exit points on the primary capacity platform.

2. Entry and exit contracts can be concluded on a yearly, monthly, quarterly or daily basis according to the offerings on the primary capacity platform. Further details are outlined on the primary capacity platform. Annual capacity products for market area interconnection points and cross-border interconnection points always begin on October 1 of a given year; quarterly products begin on January 1, April 1, July 1 or October 1 of a given year, and monthly products begin on the first of the month.

3. The transmission system operator markets available capacity on a firm basis in the following order:

   a) Free capacity

   b) Capacity again available because of renomination restrictions per Section 17 starting April 1, 2012

   c) Returned capacity as of April 1, 2012 per Section 16

   d) Withdrawn capacity per Section 18

Section 10 Conversion of interruptible capacity

1. Holders of interruptible capacity at market area interconnection points or cross border interconnection points may submit bids to convert interruptible capacity into firm capacity at an auction of firm capacity (Section 13 (2) GasNZV). The shipper may specify in a binding bid whether all interruptible capacity is to be converted into firm capacity, in whole or in part. Both proportion conversion and conversion of multiple interruptible capacity quantities may be realized by the transmission system operator's allowing placement of a separate bid on the primary capacity platform.
2. Holders of interruptible capacity per Section 1 (3) a) - c) can convert interruptible capacity into firm if they made a binding declaration at the time of booking that their interruptible capacity is to be replaced by firm capacity, in whole or in part. Both proportion conversion and conversion of multiple interruptible capacity quantities can be realized by the transmission system operator allowing separate booking on the primary capacity platform.
3. If the shipper's capacity per items 1 or 2 is converted, the shipper shall pay the applicable charges determined by auction (item 1) or published by the transmission system operator (item 2). Interruptible capacity is reduced accordingly for shipper capacity per items 1 or 2 that is converted.

Section 11 Subscribing/unsubscribing network usage for supplying end-consumers

The processing of supply to end-consumers at exit points is governed by the Federal Network Agency determination on uniform business processes and data formats and dated August 20, 2007 (doc. no. BK7-06-067), or any directive replacing or amending a directive issued by the Federal Network Agency (GeLi Gas).

Section 12 Nomination and renomination at market area interconnection points and cross-border interconnection points

1. Responsible for nomination and renomination is the balancing group manager appointed by the shipper for this purpose.
2. The balancing group manager nominates the gas quantities to be transported under the arrangements for the use of firm capacity at a particular booking point until 14:00 hours of the day prior to delivery day. This initial nomination is accepted if it is received by the transmission system operator by 14:00 hours. The nominated value is otherwise zero, unless the parties have agreed otherwise. For bundled nomination, the nominating balancing group manager must have been authorized, in text form, by the other balancing group manager whose balancing group is affected by the nomination; authorization vis-à-vis the respective transmission system operators need to be given once only.
3. The nominating balancing group manager can replace his initial nomination with a renomination at least two hours prior to the hour. Renomination is permitted up to 90% of capacity booked by the shipper at the booking point, subject to a minimum 10% of booked capacity. With initial nominations of a minimum 80% of booked capacity, half of the un-

nominated amount is allowed for upward re-nomination. With initial nominations of a maximum 20% of booked capacity, half of the non-nominated amount is allowed for downward renomination. Allowable renomination amounts are rounded to whole kilowatt hours per hour for allocation purposes.

4. Nominations shall be first allocated to firm capacity products, and then to interruptible.
5. Renominations for firm capacity exceeding the permitted amount per item 3 shall only be accepted up to the amount of total booked capacity. The part of the renomination exceeding the quantity permitted shall be treated as a nomination of interruptible capacity, and shall be interrupted first.
6. Renomination of firm capacity falling below the quantity permitted per item 3 is accepted. If interruption in counter-current direction is necessary, the renomination amount is raised to the minimum allowable renomination value.
7. The renomination restriction does not apply to shippers that have booked less than 10% of reported annual technical capacity at the booking point on a firm basis.
8. If several shippers incorporate a booking point to the same balancing group, the balancing group manager can set up a sub-balancing account for every shipper in the balancing group. In such case the responsible balancing group manager nominates gas quantities to the corresponding sub-balancing account for each individual shipper. Renomination limits per Items 3 and 7 then apply to the shipper's total capacity incorporated to sub-balancing accounts at the respective booking point. Unless sub-balancing accounts are set up, total capacity at the booking point within a balancing group is applied concerning renomination limits.
9. Nominations must be submitted individually for each flow direction. Bundled capacity is nominated by submitting a bundled nomination.
10. Day-ahead capacity may be nominated until 20:00. Renomination of day-ahead capacity is excluded. Day-ahead capacity is not considered towards determining the permissible renomination range per Item 3.
11. The amount of booked capacity per item 3 and the renomination limit calculated thereupon are determined after 14:00 based on the capacity booked per the entry or exit contracts or capacity renominated to the balancing group less capacity returned to the balancing group by 14:00 and capacity successfully resold or provided for use by 14:00.
12. Bundled nominations per Item 9 sentence 2 are to be returned to the appointed transmission system operator(s). The nominating balancing group manager receives a confirmation.
13. Item 10 only applies to firm day-ahead capacity. Only capacity nominated after 20:00 count as renominations per Item 10 sentence 2.
14. No bundled nominations can be made until March 31, 2012; the nomination rules per Section 13 shall apply instead in this regard.

Section 13 Nomination and renomination

1. Shipper is required to nominate the entry quantities to be transferred at each entry point incorporated to the shipper's balancing group in accordance with the respective transmission system operator's supplementary terms and conditions. Exit nominations are to be provided in the cases outlined under Items 3 and 4. Physical biogas feed-in does not have to be nominated barring provisions to the contrary in the respective transmission system operator's supplementary terms and conditions.

   Nominations are first allocated to firm capacity products, and then to interruptible. Nominations must be submitted individually for each flow direction.

2. Shippers may authorize a third party (e.g. balancing group manager) to nominate. This third party provides nominations to the transmission system operator on behalf of the contracting shipper. The balancing group manager is authorized to submit combined nominations for several shippers as long as the shippers have the same balancing group for incorporation their entry or exit points. If the balancing group manager does not submit a combined nomination as described above or a shipper submits a nomination directly, the capacity amounts are to be attributed to sub-balancing accounts.

3. At exit points that are not exit points to end-consumers the shipper must nominate the exit quantities to be received at the respective exit point to the exit network operator in accordance with the respective transmission system operator's supplementary terms and conditions.

4. If several shippers have booked capacity at the same exit point and incorporated this exit point to different balancing groups, the respective shippers must submit nominations to the exit network operator. This does not apply if nomination is not required due to allocation rules. Nomination obligations shall also apply if a shipper has incorporated the same exit point in different balancing groups.

5. For operational transport handling, the initial setup of point-specific communication processes between entry/exit network operators and shippers or the shipper's third-party contractor, if nomination is required at entry and exit points, thus requiring an implementation period of a maximum 10 working days. The implementation period is a maximum 5 working days for changing the incorporation of one entry or exit point from one balancing group to another, and for established communication channels. No special implementation deadlines shall apply for short-term day-ahead capacity trading for entry or exit points implemented per sentence 1 and incorporated to a balancing group the day before.

6. The applicable provisions outlined in Common Business Practice 2003-002/02 CBP "Harmonisation of the Nomination and Matching Process" in its current version apply regarding nominations and renominations, posted on the transmission system operator's website.

7. Barring any contrary provisions under Section 12, Section 13 shall also apply to nomination and renomination at market area interconnection points and cross-border interconnection points.

Section 14 Nomination Replacement procedure

1. Transmission system operators offer a nomination replacement procedure if technically possible and economically feasible. This requires the transmission system operators and shipper to conclude a separate contract. The conditions for utilizing the nomination replacement procedure are published on the transmission system operator's website.
2. The nomination replacement procedure can be agreed to begin or end on the first of the month. An implementation deadline of 10 working days applies for conclusion and termination. When initially applying the procedure the shipper must notify the entry or exit network operator of the entry or exit points whose metering data are to be utilized in the nomination replacement method, in addition to concluding the agreement 20 working days before the nomination replacement procedure agreed with the entry network operator is applied. Sentence 3 applies accordingly to notice of termination of application of the nomination replacement procedure.
3. The substitute procedure replacement can only be used if sufficient firm capacity is booked for the respective points in an entry or exit contract. A substitute procedure replacement cannot be used with capacity booked as interruptible.
4. If the transmission system operator offers an online flow control or time lag method, the prerequisite for use is the availability of a flexible flow source to which the transmission system operator with whom the shipper has concluded a nomination replacement procedure agreement has access. The virtual trading point is not a flexible flow source, but can connect a flexible flow source with entry or exit points whose metering data are utilized in the nomination replacement procedure. The transmission system operator with whom the shipper has concluded the nomination replacement procedure agreement also takes over controlling of the entry quantities at the agreed entry point. This is based on metering data from one or more entry or exit points. The shipper must make the metering data available. With the time-lag method, the hourly metered value counts as nomination for the entry point; the maximum time lag is 4 hours.

Section 15 Technical offtake notice

For end-consumers with registering load profile measurement and generally unpredictable, extremely high and volatile gas consumption, the exit network operator may require prior technical offtake notice and compliance with the technical limits per Section 8 (5) GasNZV as necessary to maintain system integrity for the network. In such case the exit network operator notifies the shipper generally 1 month in advance in writing of the requirement to submit technical exit reports.

Section 16 Capacity return

1. Shipper can return booked firm capacity in whole or in part, related to the booking period and quantity, to the transmission system operators via the joint booking platform (primary capacity platform) at any time until 14:00 hours on the day before supply. Any subsequent

primary use or secondary marketing of the returned capacities by the shipper is excluded, except as provided under subsection 8.

2. Bundled firm capacity can be returned in bundled form only.
3. Confirmation of capacity return is given via the joint booking platform with a time stamp for the shipper. This confirmation shall not release the shipper from its obligation to pay.
4. Return is possible for any day or days in the future and for any proportion of the originally booked capacity.
5. The Transmission system operators market returned capacities as primary capacity under the applicable rules. They can combine returned capacities and any primary capacity that is still available to offer products of longer duration. Returned capacity will be marketed after other primary capacity available for the period in question.
6. If the transmission system operator markets returned capacity, in whole or in part, the shipper will be released accordingly from its obligation to pay. The extent of release from the obligation to pay depends on the revenues obtained capped at the regulated transport tariff for the period of primary marketing and the amount of re-marketed capacity. If the capacity returned by the shipper was obtained at an auction, the obligation to pay the surcharges to be added to the regulated transport tariff remains unaffected.
7. If several shippers return capacity for a particular day, the capacities will in case of supply surplus be re-marketed by the transmission system operator in the order in which they were returned (time stamp).
8. Returned capacity that could not be re-marketed will be made available again to the shipper daily for the following day after completion of day-ahead marketing, but not later than 20:00 hours for use in the balancing group it had been incorporated to prior to return.
9. The transmission system operator issues the shipper a credit for the tariff referred to in Item 6. The credit is issued monthly, and set off against any outstanding transport charges.
10. The shipper's releasing from payment obligations per item 6 only applies upon receipt of credit. The credit is issued in the month following marketing of the capacity.
11. The transmission system operator notifies the shipper by 18:30 of the capacity amount made re-available per Item 8.

Section 17 Transmission system operator offering firm capacity left unused on short notice per Section 16 (2) GasNZV

1. The transmission system operator may offer firm capacity booked by the shipper that cannot be used in whole or in part for the next day, taking into account existing renomination rights.
2. The shipper remains obligated to pay charges if capacity is successfully remarketed.
3. Section 16 (4) GasNZV does not apply.

Section 18 Withdrawal of capacity left unused over a longer term per Section 16 (3) and (4) GasNZV

1. Pursuant to Section 16 (3) GasNZV, the transmission system operator may withdraw firm capacity left unused or partially unused capacity over a longer period by the shipper if a contractual congestion occurs.

   A contractual congestion exists when

   - at a capacity auction per Section 1 item 2 with annual capacity a market clearing price is realized above the regulated transport tariff, or
   - in capacity marketing per Section 1 Item 3 additional booking requests with a minimum term of one year are received for fully booked entry or exit points.

2. Withdrawal is done for all contracts in place for the entry or exit point that have a combined term of at least one year, irrespective of respective individual contract durations.

3. Capacity is withdrawn in the amount of firm capacity booked by the shipper left unused on a non-temporary hourly basis over a period of 3 consecutive months or more within the preceding calendar year. One of these three months must be January, February, March, October, November or December. If several such periods can be identified lasting 3 calendar months, the minimum is to be determined of identified minimal non-utilization instances over all these periods. Withdrawal may maximally be made up to this limit. In determining the withdrawal amount the relevant capacity is that consistently and continuously available to the shipper in the previous calendar year, i.e. in terms of both timing and quantity. Any partial resale, return or reduction in booked capacity by the shipper will be considered accordingly.

4. The shipper may object to the withdrawal per Section 16 (4) GasNZV.

5. If several shippers have booked capacity at an entry or exit point and incorporate these to the same balancing group in a combined nomination, the transmission system operator may withdraw capacity from the respective shippers proportionately, weighted by capacity booked at that entry or exit point. This does not apply if the balancing group manager nominates in separate sub-balancing accounts for each shipper.

6. Section 16 applies accordingly regarding handling of and billing for withdrawn capacity that is actually marketed.

Section 19 Secondary market trading

1. The shipper may only lease or assign booked capacity per Section 12 (2) GasNZV to a third party using the secondary platform. Bundled capacity can only be leased or assigned as bundled capacity. The provisions below govern the leasing and assignment of entry and exit contracts/contract rights.

2. The shipper may lease capacity rights (with or without nomination rights) under an entry or exit contract to a third party without the transmission system operator's permission, in whole or in part. The shipper shall remain obligated to the transmission system operator

to fulfill the obligations resulting from the entry or exit contract, in particularly the payment of charges.

3. The shipper may with the transmission system operator's consent assign the entry or exit contract in whole or in part to a third party. The third party concerned must be approved by the transmission system operator. Consent may only be withheld for reasons that would likewise justify rejection of initial conclusion of an entry or exit contract with the third party in question. Such justification shall be in particular if the third party per Section 36 meets the conditions for requiring deposit and has not provided such. Transfer in relation to the transmission system operator only becomes effective upon approval per sentence 1 or notification per Section 40 point 2.

Section 20 Technical requirements

1. The shipper must ensure that the gas available for entry meets the requirements per Section 19 GasNZV. Section 36 (1) GasNZV governs the technical specifications for biogas entry.
2. The technical specifications for the respective entry or exit points published on the transmission system operator's website constitute part of the entry or exit contract. Either party may request that a neutral party inspect whether the gas quality conforms to the transmission system operator's requirements per sentence 1. If the other party cannot reach agreement with the neutral party within one month of receipt of the other party's request, the review inspection shall be conducted by the Engler-Bunte-Institut at Karlsruhe University. The party requesting the inspection shall bear the cost of inspection if compliance is confirmed. If compliance is not confirmed, the transmission system operator must pay the cost.
3. The transmission system operator must notify shippers of any changes in technical specifications necessary due to amended laws or regulations as promptly as possible in view of the circumstances. The transmission system operator shall amend the respective contracts affected by changes with effect from the effective date of the amendments per sentence 1. When a change in technical specifications is necessary to fulfill the transmission system operator's legal obligations to cooperate, the transmission system operator may make such changes 4 months after notifying the shipper thereof. If the change affects the shipper's use of capacity, the shipper has the right to terminate the respective contract as of the effective date of the change with 3 months' notice. If the transmission system operator provides notice per sentence 1 less than 4 months in advance of the effective date of the change, the shipper may terminate the contract in question without notice as of the effective date of the change.
4. Superseding Item 3 sentence 3, the transmission system operator is entitled to change gas quality or pressure specifications in coordination with the Federal Network Agency providing 3 years' notice, effective at the start a gas fiscal year, without the shipper's consent. If a new entry or exit contract begins during the notice period after the transmission system operator has announced a change, the notice period already applicable applies to

that contract as well. Any change in gas quality or pressure specifications must be limited to the entry or exit points affected the change. The contract affected by the change is to be amended with effect from the effective date of the change in gas quality or pressure specifications. When the transmission system operator changes gas quality or pressure specifications as outlined here, the shipper is entitled to terminate the contract for the corresponding entry or exit points subject to a notice period of one year prior to the effective date of the change in gas composition or pressure specifications.

Section 21 Non-compliance with gas quality or pressure specification

1. If gas quantities supplied by the shipper at the entry point do not meet the technical specifications for gas quality or pressure in accordance per Section 20 Items 1 and 2 (hereinafter "off-spec gas"), the entry network operator is entitled to refuse acceptance of the off-spec gas, in whole or in part. The shipper must in such case immediately adjust nomination accordingly at that entry point and reduce the supplying of off-spec gas at that entry point accordingly. None of the transmission system operator's rights vis-à-vis the shipper are affected.
2. If gas quantities supplied by the exit network operator at the exit point do not meet the technical specifications for gas quality or pressure in accordance per Section 20 Items 1 and 2, the shipper is entitled to refuse acceptance of the off-spec gas, in whole or in part. The exit network operator must in such case immediately reduce the supplying of off-spec gas at that exit point accordingly. None of the shipper's rights vis-à-vis the transmission system operator are affected.
3. In the case of reduction per the above, renominations shall be carried out immediately in order to avoid imbalances.
4. Each party shall immediately inform the other party upon becoming aware of off-spec gas being supplied at an entry or exit point, or expecting off-spec gas to be supplied.

Section 22 Allocation of quantities

1. The entry network operator to whom entry nominations were submitted per Section 12 Items 1 and 2 and Section 13 determines for each balancing group or sub-balancing account the gas quantities fed in at entry points and allocates these to the respective balancing groups or sub-balancing accounts based on nominations or using the allocation procedure per the entry contract.
2. In allocating biogas entry quantities, any liquefied petroleum gas quantities added by the entry network operator for conditioning are not considered for adjustment to the required calorific value for the entry network operator's network in accordance with Section 36 (3) GasNZV.
3. The exit network operator allocates gas quantities withdrawn at exit points to storage facilities, at market area interconnection points and at cross-border interconnection points to

the respective balancing groups or sub-balancing accounts based on nominations or using the allocation method per the exit contract.

4. For each balancing group or sub-balancing account the exit network operator determines the gas withdrawal quantities at exit points to metered end-consumers ("RLM") based on metered values and allocates these according to balancing group or sub-balancing account.

5. For each balancing group or sub-balancing account the exit network operator determines the gas withdrawal quantities to end-consumers with standard load profiles at exit points and allocates these according to balancing groups or sub-balancing accounts based on the standard load profile determined by the exit network operator.

6. If several entry or exit points are contributed to balancing groups, shippers and the respective entry/exist network operators agree on and implement allocation rules in the entry/exit contract to ensure that gas quantities allocated to this point are only accounted for once. If the transmission system operators do not expressly provide for this in their respective supplementary terms and conditions, sentence 1 does not apply to exit points to end consumers or entry points to biogas plants.

Section 23 Meter operation and Metering

1. Metering data taken by the transmission system operator or a third party per Section 21 b of the Energy Industry Act (EnWG) are used by transmission system operators for balancing and calculating oversupply/undersupply quantities and exceeding of capacity limits.

2. Barring contrary provisions agreed between the connection user and a third party per Section 21 b EnWG, the provisions outlined below apply, in which case the transmission system operator is the meter operator and metering service provider. As metering service provider the transmission system operator provides metering data to the shipper.

   The transmission system operator determines the type, number and size of metering and control devices, in accordance with Section 8 of the Metering Access Regulation (MessZV). These determinations must take energy industrial concerns properly into account with respect to the consumption amount and consumption behavior. The transmission system operator provides and operates the metering and control devices required for measurement and meter reading with RLM end-consumers.

3. For remote reading the end consumer must have a suitable, externally dialable telecommunications connection without time limit and a 230 V connection. The transmission system operator may use a GSM modem instead of a telecommunications connection. Upon request the transmission system operator must notify the end consumer of the relevant technical specifications (distances between connections, connections to metering installation etc.). Remote reading must be available prior to commencing supply to a RLM meter or conversion of an SLP into a RLM meter. The setup and use of telephone and electricity connections are free of charge for the transmission system operator. Costs accruing through delays caused by the end consumer shall not be borne by the transmission system operator.

4. The transmission system operator must immediately notify the shipper daily by 13:00 of the previous day's load profile, recorded hourly and read daily at the RLM exit points in the MSCONS format. The load profile energy amounts are calculated using the balancing calorific value.

   After the close of the supply month, all load profiles are plausibility-checked per DVGW (German Technical and Scientific Association for Gas and Water) worksheet G 685 and substitute values recorded as applicable. Load profiles are converted using the billing calorific value. The transmission system operator must provide the shipper the load profile at RLM exit points for the supply month by no later than M +10 days.

   If the transmission system operator records replacement values using DVGW worksheet G 685, the load profile is also to be provided, converted using the balancing calorific value, within M +10 days.

   The applied calorific value and Z number are communicated in MSCONS.

5. For end consumers supplied using the load profile method, metering devices are read by the transmission system operator, his agent or by the end consumer at the request of the transmission system operator at regular intervals not substantially exceeding 12 months on a date and schedule determined by the transmission system operator. If an agreement per Section 40 (2) sentence 2 EnWG is in place, the shipper must observe the meter-reading schedule specifications outlined therein.

   The transmission system operator must arrange interim meter readings between regular readings, particularly upon a change of supplier, end-consumer move-in/out, termination of this contract or a material change in demand, in accordance with GeLi Gas. If this is not possible, the transmission system operator may estimate consumption by way of extrapolation or on the basis of the last reading. The actual situation must be appropriately taken into account.

6. The shipper must pay the transmission system operator separately when ordering an additional reading.

7. If an inspection of metering equipment reveals that error margins have been exceeded, the over-/undercharged amount must be reimbursed or paid.

   If the amount of error in an SLP end-consumer's metering device cannot be determined with accuracy or the device is unreadable, the transmission system operator estimates consumption for the period since the last accurate metering based on average consumption for the metering periods preceding and following reading, or on the previous year's consumption. The actual situation must be taken into account.

   If the amount of error in a RLM-end consumer's metering device cannot be determined with accuracy or the device is unreadable, replacement values are derived for missing or implausible values in accordance with the latest updated version of DVGW worksheet G 685.

Claims per (1) sentence 1 are restricted to the reading period preceding determination of the error, unless the impact of the error can be determined over a longer period. In such case claims expire in 3 years, at the latest.

8. Barring other agreements to the contrary per Section 21 b (2) EnWG, metering data provided by metering service provider to the transmission system operator and processed by the transmission system operators are applied for execution and settlement of this contract. Item 7 paragraphs 2, 3 and 4 apply if the metering data are not properly available to the transmission system operator or if the available metering data are implausible.

9. A written request from the connection user and the shipper is required for registering load profile metering with annual withdrawal of less than 1,500,000 kWh and a maximum hourly withdrawal rate of less than 500 kWh/h per Section 24 (1) GasNZV, or below the limits specified by the transmission system operator per Section 24 (2) GasNZV.

   The shipper bears the cost of converting standard load profile metering into registering load profile metering in the cases described above, unless otherwise agreed.

   Following conversion and commencement of registered load profile metering, charges for registering load profile metering are applied as per the pricelist published by the transmission system operator, regardless of actual consumption and annual energy quantities.

10. The quantity of biogas entered is reported in "kWh" as the product of standard quantity multiplied by billing calorific value, i.e. the calorific value for billing determined for the entry point. The transmission system operator is entitled to calculate replacement values if no metering data are available for biogas quantities delivered by the shipper. Replacement values are recorded in accordance with DVGW worksheet G 685.

Section 24 Settlement of oversupply/undersupply quantities

1. The transmission system operator determines oversupply/undersupply amounts after final determination of the billing-related metering measurement values and data. Consumption during the billing period for SLP and RLM exit points is measured for all exit points using DVGW worksheet G 685 is compared against the final value applied for allocation to the balancing group manager's balancing group.

2. Oversupply amounts arise as quantity differences in the billing period when the exit gas quantity at the exit point is lower than the gas quantity allocated by the exit network operator to the balancing group/sub-balancing account. Undersupply amounts arise as quantity differences in the billing period when the exit gas quantity at the exit point is higher than the gas quantity allocated by the exit network operator to the balancing group/sub-balancing account. The transmission system operator pays the shipper for oversupply amounts, and invoices the shipper for undersupply amounts.

3. The transmission system operator settles oversupply/undersupply amounts with the shipper for SLP end consumers at the respective average balancing energy prices for the bill-

ing period. Account settlement for oversupply/undersupply amounts is done using the method described in Appendix 1.

4. Oversupply/undersupply amounts for RLM end consumers per exit point – arising particularly due to differences between balancing and billing calorific values – are determined monthly for each exit point and settled between the transmission system operator and the shipper at the average monthly balancing energy prices. These prices are the unweighted arithmetic mean of the positive and negative balancing energy prices for the gas days of the month concerned. The monthly average balancing energy price is calculated and published by the market area manager, and is used for settlement of oversupply/undersupply amounts.

5. The energy-tax exempt settlement of oversupply/undersupply amounts between transmission system operators and shippers is contingent on one party to the contract having received a declaration with the responsible customs office per Section 38 (3) of the Energy Tax Act (EnergieStG) from the other party. The other party must be notified immediately in writing of any changes pertaining to the declaration, including for example rejection thereof by the responsible customs office.

Section 25 Fees

1. The shipper is obligated to pay to the transmission system operator the prices stated in the respective contract in accordance with the pricelist, including the respective specific capacity charge, plus any surcharge for capacity per Section 1 Item 2 and the metering charge, as well as the meter operation charge and billing charges plus any applicable concession or other charges and taxes including biogas pass-on costs of the market area per Section 20 b of the Gas Transport Tariff Ordinance (GasNEV). The applicable charges and prices per the transmission system operator's pricelist are posted on the transmission system operator's website.

2. In determining revenue caps per Section 17 (1) of the Incentive Regulation Ordinance (ARegV) and adjusting such caps per Section 17 (2) ARegV in conjunction with Section 4 (3) to(5) ARegV, the transmission system operator is entitled to adjust transport tariffs charges if the reset or adjusted revenue cap results in a transport tariff charge increase. The transmission system operator must adjust transport tariffs charges if such a calculation or adjustment of the revenue cap results in lower tariff charges. In such cases the transmission system operator adjusts tariff charges in accordance with Section 17 ARegV in conjunction with the regulations under Section 2, (2) and (3) GasNEV and Section 5 (3) ARegV. The transmission system operator must notify the shipper immediately in writing of adjusted transport tariffs charges per Section 17 (2) and (3) ARegV (pricelist).

3. Tariff charges may only be adjusted effective January 1 of the following calendar year.

   The transmission system operator may utilize his own regulation account for processing differences arising with both increases and reductions (Section 5 ARegV).

4. In case of an increase in charges, the shipper may terminate the contract effective at month-end, providing two weeks' written notice prior to the effective date of the change. Superseding sentence 1, the shipper may terminate the contract with a shorter notice period if the charge increase is to take effect within 2 weeks.

5. When taxes and other public levies are due on charges per the respective contract – including taxes and other public charges on services forming the basis for such charges – are introduced, eliminated or adjusted, the transmission system operator shall implement a corresponding increase or reduction in charges under the respective contract as of the effective date of introduction, elimination or adjustment of such taxes/public charges, unless the revenue cap applies.

6. When revenue caps are adjusted in view of hardship per Section 4 (4) sentence 1 no. 2 ARegV, the transmission system operator is entitled adjust tariff charges in accordance with the Federal Network Agency determinations, or on January 1 of the following calendar year.

7. The transmission system operator is additionally entitled and/or obligated to adjust charges per item 1 if such adjustments are required pursuant to legal or regulatory changes or judicial decisions.

8. The transmission system operator's right and obligation to adjust charges applies to all entry and exit capacity, regardless of the manner of its procedure of conclusion.

9. The transmission system operator pays the shipper a flat rate for avoided network costs with biogas physically fed-in directly, in the specified amount per regulations. Avoided network cost payments are settled finally on a monthly basis, applying the technical quantity calculation per Section 23 Item 10. Any liquefied petroleum gas quantities added by the transmission system operator for conditioning are not considered for adjustment to the required calorific value for the transmission network in accordance with Section 36 (3) GasNZV.

10. The transmission system operator's supplementary terms and conditions posted on the internet furthermore apply.

Section 26 Invoicing and payment

1. Invoicing is conducted and any installment payments are processed in accordance with the transmission system operator's published supplementary terms and conditions. The network usage billing process per GeLi Gas remains thereby unaffected.

2. Distinct indications of an obvious invoice error entitle the shipper to postponement or refuse payment.

3. The transmission system operator is entitled to charge a flat late payment penalty. The shipper may however document lower actual damages due to late payment.

4. The transmission system operator shall refund any overpayment and the shipper shall pay any outstanding amount resulting from calculation errors in invoice amounts or invoicing

data. Invoice correction is only permitted within a maximum of 3 years from receipt of the invoice to be corrected.

5. The parties may only offset counterclaims that are uncontested or upheld by legal judgment.

Section 27 Taxes

1. The shipper must pay the applicable charges plus energy tax at the applicable rate on gas quantities delivered by the transmission system operator to a shipper who is not a supplier within the meaning of Section 38 (3) of the Energy Tax Law (EnergieStG).

   Such a delivery will deemed to have taken place in particular whenever the transmission system operator delivers gas quantities to the shipper at the exit point in addition to the gas quantities delivered by the shipper to the transmission system operator for transport.

   If gas quantities are delivered to a shipper that is a registered supplier within the meaning of Section 38 (3) EnergieStG, the shipper must document to the transmission system operator meeting the requirements per Section 38 (3) EnergieStG by submitting a current registration certificate per Section 78 (4) of the Energy Tax Regulation (EnergieStV) issued by the responsible customs administration office, establishing that the shipper is entitled as a registered supplier to purchase gas quantities tax-free. Documentation of meeting the requirements per Section 38 (3) of EnergieStG must be provided to the respective transmission system operator until one week before the date of delivery. If adequate documentation of meeting the requirements per Section 38 (3) EnergieStG is not submitted within the prescribed period, the transmission system operator may invoice the shipper for charges due plus energy tax at the applicable rate on the gas quantity delivery.

   The shipper is obligated to notify the transmission system operator immediately in writing if the shipper is not or no longer a supplier within the meaning of Section 38 (3) EnergieStG. A current delivery confirmation from the customs administration is required for address changes, company name changes and changes in legal organizational form. The shipper must reimburse the transmission system operator for resulting energy tax due if this requirement is not met on time.

2. All charges listed in the respective contracts are without applicable taxes. The shipper must pay these taxes in addition to the charges.

3. The charges per the relevant contract and this clause, plus any surcharges thereupon, represent the payment amount for purposes of the Value Added Tax Law, and do not include Value Added Tax (VAT). The shipper must pay VAT at the applicable rate to the transmission system operator in addition to this payment amount.

Section 28 Maintenance

1. The transmission system operator shall be entitled to carry out maintenance (servicing, inspection and repair) on its pipeline system, as well as measures for new construction, modification and expansion of systems. The transmission system operator shall be released from obligations under this contract if and to the extent the transmission system operator is not able to fulfill its contractual obligations due to aforementioned measures. The shipper is obligated to cooperate, particularly by adjusting network usage during maintenance activities planned by the transmission system operator.
2. The transmission system operator shall inform the shipper in due time of measures per item 1 beforehand in suitable manner if and to the extent network usage per this contract should actually be compromised, in whole or in part. This advance notice requirement does not apply if advance notice is not possible for reasons for which the transmission system operator is not responsible or the remedial action necessary to eliminate any interruption of service would be delayed by such an advance notice.. In such cases the transmission system operator shall inform the shipper of the reason why the shipper's rights under the contract were compromised.
3. When measures per item 1 that does not constitute measures within the meaning of Section 16 (2) EnWG reduces the agreed capacity and/or gas flow at the respective entry or exit point affected for more than 14 calendar days per contract year, the shipper is exempt from payment obligations for the duration and scope of reduction beyond 14 calendar days. This period is reduced pro rata for contracts with a term of less than one year. The shipper is furthermore released from his obligations.
4. The foregoing items shall apply accordingly when third-party transmission system operators conduct measures per item 1 as a result of which the transmission system operator is unable to fulfill its obligations under the respective contract, in whole or in part.
5. Item 1 sentences 2 and 3 and Item 2 apply accordingly in the event the transmission system operator is entitled by law or provisions of contracts with third parties to interrupt these third parties' network or connection usage.

Section 29 Interruption of interruptible capacity

1. The transmission system operator is obligated to provide booked interruptible capacity at an entry or exit point as long as the usage of booked firm capacity is not affected.
2. The transmission system operator, or in the cases per Section 13 Item 2 and Section 12 (1) the appointed balancing group manager, must give the shipper at least 3 hours' advance notice of the interruption, unless this is not possible due to operational reasons. The transmission system operator must notify the shipper of the reasons for the interruption without undue delay, and no later than occurrence of the interruption.
3. For interruptions per item 2, the shipper must ensure – via the appointed balancing group manager if necessary – that the gas quantities at the entry and/or exit points affected by the interruption are renominated accordingly without undue delay to avoid quantity differences. The transmission system operator's supplementary terms and conditions do not

apply to renomination deadlines as long as renomination is technically and operationally possible. If usage continues despite an interruption, Section 30 applies accordingly.

4. Interruption of interruptible capacity at an entry or exit is done in the chronological order of the respective entry/exit contract concluded, starting with the most recently concluded contract. Biogas capacity is interrupted with a lower priority than other interruptible capacity. This does not apply if there is no corresponding subordinate interruption control for biogas at cross-border interconnection points. Sentences 1 and 2 may be superseded by differing provisions implemented with the adjacent operator for cross-border interconnection points.
5. In cases per Section 16 (1) and (2) EnWG, the transmission system operator may deviate from the procedure per item 4 if the security or reliability of the network would otherwise be jeopardized or compromised.

Section 30 Capacity overrun

1. The shipper is entitled to use booked capacity at the entry and/or exit point in the amount incorporated to the balancing group/sub-balancing account. The shipper is not entitled to any use exceeding that amount.
2. If contrary to item 1 sentence 2 the allocated hourly gas quantities exceed 100% of capacity incorporated to the balancing group for an entry or exit point at the respective entry or exit point in question, an hourly capacity overrun shall have occurred. An hourly overrun shall not increase booked capacity.
3. When several shippers have booked capacity at an entry and/or exit point and incorporate these to the same balancing group, the transmission system operator may bill each shipper for capacity overruns proportionately weighted by capacity incorporated at that entry and/or exit point. This does not apply if the balancing group manager nominates in separate sub-balancing accounts for each shipper.
4. If the shipper exceeds capacity incorporated, a contractual penalty is due in accordance with the transmission system operator's supplementary terms and conditions.
5. The provisions under item 4 do not affect the assertion of further damage claims by the transmission system operator. Contractual penalties already paid are to be credited to such damage claims for specific capacity overruns.

Section 31 Suspension or modification of contractual obligations

1. Pursuant to Section 16 EnWG, the transmission system operator is entitled to introduce capacity allocation restrictions or usage restrictions for the necessary period, modify existing allocation requirements or usage restrictions or convert booked firm capacity into interruptible to the extent necessary to ensure security and reliability of the transmission system operator's network.

2. The transmission system operator is also entitled measures per item 1 if capacity usage differs from the load flow simulation assumptions made in accordance with good gas industrial practices per Section 9 (2) GasNZV, and if the different capacity usage forces the transmission system operator to modify the assumptions applied in determining capacity as per Section 9 GasNZV so that capacity can no longer be offered in the amount previously offered. The transmission system operator may apply measures per item 1 if capacity and control instruments such as load flow commitments and operating reserve cannot or cannot completely be obtained to secure firm, freely allocable capacity required by the transmission system operator, or only on economically unreasonable terms, and other network or market measures are not possible. Measures applied by the transmission system operator per this item are to be reported in advance to the Federal Network Agency, stating the reasons.

3. If the entire booked firm capacity at a point is not equally affected by the measures per item 1, the transmission system operator will determine on a non-discriminatory basis for which capacity or concluded contracts these measures are to be implemented. In cases of conversion of booked firm capacity into interruptible capacity, the booked firm capacity is converted into interruptible capacity proportionately in relation to the firm capacity booked by the shippers. For the interruption of this capacity Section 29 applies provided, however, that interruption is done in the chronological order in which firm capacity is booked. Interruption is done subordinate to existing interruptible capacity bookings. Section 29 item 4 sentences 2, 3 and 4 apply accordingly.

4. The transmission system operator shall without undue delay notify the shipper in advance when the shipper's rights per items 1 – 3 are compromised, with sufficient prior notice for foreseeable developments (e.g. due to market area mergers), generally with a minimum prior notice of 3 months, stating the reasons.

5. The shipper may terminate the contracts concerned for material reason, wholly or in part, within 14 calendar days of the notification date, if the modification lasts longer than 14 calendar days per contract year. Termination becomes effective on the effective date of the modifications in the affected contracts. If the terminated capacity is firm capacity at a cross-border interconnection point or market area interconnection point, the shipper may require the transmission system operator to re-auction the terminated capacity at the same point again.

6. The contracts concerned are adjusted accordingly if the shipper does not exercise termination. If an adjustment results in firm capacity being converted into interruptible capacity, wholly or in part, the applicable charges for interruptible capacity per the transmission system operator's supplementary terms and conditions apply for the converted portion. In such case, any auction surcharges are eliminated pro rata from the date of adjustment by the transmission system operator. If capacity allocation limitations or usage conditions are imposed or changed, the respective charges per the transmission system operator's supplementary terms and conditions apply. Any auction surcharges continue to apply in such case.

Section 32 Transmission System Operator contact person and availability

The names of the transmission system operator's contact persons are posted on its website.

Section 33 Data transmission and data processing

The transmission system operator may pass on fuel consumption, billing and contract data to other system operators or market area managers as far as and as long as necessary for proper execution of the respective contract. The shipper consents to automated data processing by the transmission system operator or provider contracted by the transmission system operator in accordance with data protection laws.

Section 34 Force majeure

1. A party to the contract shall be released from its obligations to the extent it is prevented from doing so due to force majeure per item 2. The respective other party shall in turn be released from its obligations as far as and as long as the first party is prevented from fulfilling its obligations due to force majeure.
2. Force majeure is defined as any unpredictable external event that is unavoidable, even having exercised reasonably expectable due care and deploying technically and economically feasible resources. Such events include in particular natural disasters, terrorist attacks, power failures, telecommunications failures, strikes and legal lockouts or regulatory requirements and government, courts or official orders (regardless of their legality).
3. The affected party to the contract shall notify the other party immediately, stating the reasons for the force majeure occurrence and its expected duration. The affected party shall endeavor to restore his ability to fulfill his obligations as soon as possible, deploying all technically and economically feasible resources to do so.
4. If a party to the contract utilizes third-party services to fulfill contractual obligations, an event constituting force majeure for the third party or other circumstances within the meaning of item 2 shall also constitute a force majeure event affecting that party to the contract.

Section 35 Liability

1. The parties shall be liable to each other for injury to life, body or health, unless the party itself or its legal representatives or vicarious agents have neither acted with willful misconduct nor negligence.
2. In the event of a breach of a material contractual obligation (“wesentliche Vertragspflichten”), the parties shall be liable to each other for property damages to property (“Sachschäden”) and financial loss (“Vermögensschäden”), unless such loss or damage was not caused by willful misconduct or negligence of the party itself, its legal representatives or vicarious agents. The liability of the parties in case of damages to property or financial loss caused by slight negligence shall be limited to the typical foreseeable loss or damages for such contracts.

a) Material contractual obligations are obligations the fulfillment of which is prerequisite to proper execution of the contract, the fulfillment of which the parties to the contract rely on and may at all times expect.

Typical, foreseeable loss or damages are damages the parties to the contract foresaw as possible consequences of breach of contract or would have foreseen under the circumstances known or that would have been known to him at that time if exercising due care (“verkehrsübliche Sorgfalt”).

b) Typical damages for contracts of this kind are EUR 2.5 million for damage to property and EUR 1 million for financial loss.

3. The parties shall be liable to each other for damage to property and financial loss arising from breach of non-material contractual obligations, unless such loss or damage was neither caused by willful misconduct nor gross negligence of the party itself, its legal representatives or vicarious agents.

   In cases of damages to property or financial loss caused by gross negligence, the liability of the parties and their legal representatives and vicarious agents shall be limited to the typical, foreseeable loss or damages. In cases of gross negligence causing damages to property, the parties' liability for ordinary servants (“einfache Erfüllungsgehilfen”) shall be limited to EUR 1.5 million for damage to property, and EUR 0.5 million for financial loss.

4. Deviating from items 2 and 3, the transmission system operator shall only be liable for damages to property and financial loss suffered by the shipper due to interruptions or other irregularities of provision or offtake of gas, provided however that the liability of the transmission system operator under the contract and in tort shall be limited to damage to property caused by willful misconduct or negligence and to financial loss caused by willful misconduct or gross negligence by the transmission system operator's legal representatives, its vicarious agents; in any such case there shall be a rebuttable presumption of willful misconduct or negligence in the case of damages to property and of willful misconduct or gross negligence in the case of financial loss.

5. In the case of damages to property caused by slight negligence in accordance with item 4, the transmission system operator's liability shall be limited to € 5,000 per event and per end-consumer supplied by the shipper.

   For financial loss caused by gross negligence per item 4, the transmission system operator's liability shall be limited to € 5,000 per event and per end-consumer supplied by the shipper.

   For damages to property not caused by willful misconduct, the transmission system operator's liability shall be limited to the maximum amounts listed below per event; for financial loss caused by gross negligence, total liability per event shall be limited to 20% of the maximum amounts listed below.

   a) € 2.5 million for a network of up to 25,000 connected connection users

b) € 10 million for a network of up to 100,000 connected connection users

c) € 20 million for a network of up to 200,000 connected connection users

d) € 30 million for a network of up to 1 million connected connection users, and

e) € 40 million for a network of more than 1 million connected connection users

The connection user is any end consumer, who uses a low/medium pressure or high pressure system for gas supply under a contract.

6. The above provisions shall also apply to shippers' claims in tort against third-party system operators per Section 3 no. 27 EnWG. For damages to property, liability per event shall be limited to three times the maximum amounts listed under 5 a) to e) above, depending on the connection users connected to the network of transmission system operator. If the third-party network operator has no connection users connected to its network, the liability for damages to property shall be limited to € 200 million per event. Liability for financial loss caused by gross negligence shall be limited to 20% of three times the maximum amounts listed under 5. a) to e) or to € 200 million.

7. If individual damage claims exceed in total the relevant limit per event, individual damage claims shall be reduced proportionately in relation to the respective maximum for total damage claims.

8. The transmission system operator shall not be liable for financial loss in connection with measures per Section 16 (2) EnWG. Measures per Section 16 (2) EnWG include in particular actions to ensure domestic customers a secure natural gas supply in accordance with Section 53 a EnWG.

9. The parties' liability under mandatory provisions of the Public Liability Act (“Haftpflichtgesetz”) and other laws remains unaffected.

10. Items 1 to 9 shall also apply regarding legal representatives, employees and vicarious agents of the transmission system operator.

Section 36 Deposit

1. The transmission system operator may in certain justified cases demand reasonable deposit or advance payment for all claims arising from contracts with the shipper.

2. A justified case is in particular presumed to be when:

a) the shipper is in default on a payment after having been received an explicit payment demand

b) enforcement measures have been initiated against the shipper for monetary claims (Section 803 - 882a Code of Civil Procedure (ZPO))

c) a request for opening of insolvency proceedings has been filed for the shipper's assets that is not obviously unfounded.

The transmission system operator may additionally demand appropriate deposit or advance payment due to reasonable concerns over the shipper's continuing ability to fulfill obligations under this contract based on information obtained from a recognized credit reporting provider if the shipper cannot provide suitable evidence of creditworthiness to allay such concerns within five business days. Upon request by the shipper the transmission system operator must fully disclose the data and the essential content of information obtained supporting a reasonable concern.

3. Deposit types include irrevocable, unconditional bank guarantees, irrevocable unconditional corporate guarantees (letters of comfort and affiliate guarantee), irrevocable, unconditional, directly enforceable guarantees and deposits of cash and securities. It is at the shipper's discretion to determine the type of deposit. The transmission system operator may also accept cash as deposit.

4. The shipper may avoid providing deposit by making advance payment.

5. The shipper must provide deposit to the transmission system operator within 10 business days of the corresponding request. If the deposit is utilized, the transmission system operator may demand the portion utilized be re-deposited or re-provided. The shipper must likewise provide deposit per sentence 2 within the period specified in sentence 1.

6. The requirements for individual deposit types are as follows:

   a) Bank securities must be provided in the form of an unconditional, irrevocable and directly enforceable bank indemnity letter or guarantee. The bank issuing the deposit must have a Standard & Poor's long-term rating of A- or better, a Moody's long-term rating of A3 or better, or be part of the German savings and cooperative bank sector.

   b) For corporate guarantees and indemnity letters, the issuing company providing the deposit must have a Standard & Poor's long-term rating of BBB- or better, a Moody's long-term rating of Baa3 or a Creditreform credit index score of 250 or better. The corporate guarantee or indemnity amount may not exceed 10% of liable capital. The shipper must document this to the transmission system operator upon providing the deposit.

   c) Any cash deposit provided must be deposited to an account specified by the transmission system operator. Interest is credited on these balances at the base rate published by the German Bundesbank on the first bank business day of the month. The shipper may also pledge an account credit balance to the transmission system operator.

   d) The indemnity or guarantee amount is payable on initial demand and the letter generally must feature a waiver of the right to insist on prior failed attempt at direct enforcement, waiver of contestability and waiver of offset against claims unless undisputed or upheld by legal judgment. A directly enforceable indemnity or guarantee let-

ter must be valid for at least 12 calendar months, expiring no later than two months immediately after the end of the contract term.

7. The deposit amount must be twice the average monthly capacity charges receivables from the shipper for the last 12 months. When the network usage period is less than 12 months, this period is used for calculation of the deposit amount.

8. The transmission system operator may utilize deposit provided that he has issued a payment due notice for overdue amounts after payment delay and the payment deadline is not met.

9. Securities provided must be returned when the reasons for their being required no longer apply. The transmission system operator must review whether the reasons justifying the posting of deposit still apply within one year's time at the latest, and thereafter at least every six months. During such review the transmission system operator must verify whether the deposit amount meets the specifications per item 7. Should such review reveal that the realizable value of all securities provided exceeds the amount of average capacity charge receivables for the last 12 months on a non-temporary basis, the transmission system operator must return the excess deposit amount. If several securities have been provided, the transmission system operator may choose at his discretion which securities to return. If the realizable value of all deposits provided fall below the amount of average capacity charge receivables for the last 12 months on a non-temporary basis, the transmission system operator may demand adjustment accordingly. The shipper may demand an advance payment arrangement be ceased after one's year time at the earliest if payments were made on time during this period.

Section 37 Termination of contract

1. This contract may be terminated without notice for a material reason (“wichtiger Grund”).

2. Material reason shall in particular be deemed to be given when:

   a) serious, repeated violation of material contractual obligations despite issuance of warning

   b) the shipper fails to promptly meet his obligation to provide deposit or make advance payment per Section 36.

Section 38 Loyality

1. If during the term of the contract unforeseen circumstances should occur having significant economic, technological or legal impact on the contract for which the contract or terms and conditions have no provisions in place, or which were not considered at contract conclusion so as to become any contract provision unreasonable for one party to the contract, the affected party may demand of the other party a corresponding amendment of contractual provisions addressing the changed circumstances, taking into account all economic, technological and/or legal implications for the other party.

2. The party referring to such circumstances shall set forth and prove the necessary facts of that matter.

3. A right to amend the contract provisions exists from the date on which the party in question initially demands such amendment of contractual provisions due to changed circumstances, unless earlier demand by that party was not reasonably feasible.

Section 39 Confidentiality

1. The parties shall keep the content of the contract and all information obtained thereunder by one party from the other party (hereinafter referred to as "confidential information") in confidence and shall not to disclose or make available such confidential information to third parties without the other party's prior written consent, except as provided under item 2 and Section 33. Each party shall exclusively use the confidential information for the purpose of execution of the respective contract.

2. Either party shall be entitled to disclose confidential information obtained from the other party without written consent:

   a) to an affiliated company which shall be in the same manner as the disclosing party

   b) to its representatives, advisors/consultants, banks and insurance companies if and to the extent that such disclosure is required for the proper performance of contractual obligations and prior to making such disclosure such person or has itself obligated to undertake confidentiality or is legally bound to do so by law or professional oath.

   c) to the extent that such confidential information:

      - this information is legitimately already known to the obtaining party by the date of its receipt from the other party
      - is already publicly available or becomes available to the public other than through act or omission of the obtaining party
      - is required to be disclosed by a party under applicable law or by a juridical or governmental order, or by a request of a regulatory authority; in such case the disclosing party must notify the other party accordingly without undue delay.

3. The confidentiality obligation shall end 2 years after expiry of the respective contract.

4. Section 9 EnWG shall remain unaffected.

Section 40 Legal succession

1. Subject to Section 19, contractual rights and obligations may only be assigned with the other party's prior consent, either in whole or in part. Consent may only be withheld for material reason.

2. Transfer in whole per item 1 to an affiliated company within the meaning of Section 15 Corporate Law (AktG) shall not require prior consent, but only written notification to the other party.

Section 41 Contract amendments

1. The transmission system operator may amend the General terms and conditions outlined in this contract with immediate effect as necessary to comply with applicable laws, regulations or legally binding orders by national or international courts or authorities – including particularly determinations and related announcements of the Federal Network Agency – or to comply with generally approved technical standards. In such case the transmission system operator must notify the shipper thereof without undue delay. If contract amendments result in the shipper being materially disadvantaged in economic terms, the shipper may terminate his contracts at the end of the month following the effective date, providing 15 business days' notice. No compensation shall be payable. This provision applies accordingly for amendments necessary for the further consolidation of market areas.
2. The transmission system operator is entitled to amend the terms and conditions outlined under this contract with future effect in cases other than as outlined under item 1. The transmission system operator shall notify the shipper in advance – generally two months prior to the effective date – of the amended terms and conditions under this contract in text form and publish the amended terms and conditions under this contract on his website. Amendments of the terms and conditions of this contract shall be deemed accepted by the shipper unless rejected by the shipper within 30 days of receipt of notification thereof. In the event of rejection, the previous contract terms and conditions continue to apply. Text form is sufficient for rejection purposes. The transmission system operator must notify the shipper of the start of the rejection notification period, and that if not rejected the amended contract terms and conditions shall be deemed accepted.
3. Adjustments of charges are made as outlined under Section 25.

Section 42 Severability

1. If any provision of this contract or appendices thereto is or becomes ineffective or unenforceable, the effectiveness of the other provisions of this contract or appendices thereto shall not be affected.
2. The parties replace any ineffective or unenforceable provision with provisions which achieve an economic result as similar as possible to that of the ineffective or unenforceable provision. This shall also apply in case of gap in the provisions.

Section 43 Text form

Any amendment to or termination of a contract shall only be effective if it is done in text form. The same shall apply to the waiver of the text form.

Section 44 Place of jurisdiction and applicable law

1. The ordinary place of jurisdiction applies.
2. The place of jurisdiction shall be that of the transmission system operator’s registered office.

3. German law applies, excluding interstate conflict of law's provisions unless bindingly applicable. The UN convention on Contracts for the International Sale of Goods shall be excluded.

Section 45 Index of appendices

The appendices below constitute an integral part of this contract:

Appendix 1	*Oversupply/undersupply method applied*
Appendix 2	*Grid points and gas specifications*
Appendix 3	*Supplementary Terms and Conditions*

Appendix 1: Oversupply/undersupply method applied

1. Method: Monthly method
   Meters are read on a rolling basis. The transmission system operator divides consumption quantities into individual months. To determine oversupply/undersupply amounts, consumption quantities – appointed for the billing month – are compared against the amounts allocated to the balancing group/sub-balancing account for the corresponding period. Changes of supplier are factored into the allocation and quantity period measurement up to the day.
2. Billing type: monthly
3. Billing period: monthly
4. Fee: the monthly average price for compensation energy equals the mean average of the positive and negative prices for compensation energy published for the gas day of the respective month
5. Weighting method: not applying
6. Invoicing schedule: monthly
7. Preparation of oversupply/undersupply billing statement together with network usage billing: no
8. Invoice delivery: by mail

This document is a convenience translation of the German original. In case of discrepancy between the English and the German versions, the German version shall prevail.