

# **Storage Specification Jemgum 23/24 - Interruptible Working Gas Capacity -**

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hereinafter referred to as "**astora**"

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## Article 1 Introduction

1. This **Storage Specification** completes the **Storage Services Agreement** and defines all the details required to enable **astora** to provide **Storage Services** in the Jemgum **Storage Location** based on any **Storage Services Agreement** be concluded for unbundled interruptible Working Gas Volume via PRISMA Capacity Platform.
2. For storage of **Gas** the **General Terms and Conditions for Storage Access**, the definitions for the storage of **Gas** contained in the **General Terms and Conditions for Storage Access** and the conditions of the **Storage Services Agreement** shall apply, unless this storage specification contains different arrangements. The terms used in the singular also include the plural and vice versa, assuming this has not been expressly agreed otherwise or is obvious from the respective situation.
3. This **Storage Specification** forms an integral part of the **Storage Services Agreement**. For this product the **General Terms and Conditions for Storage Access** shall apply with the exclusion of part four, part five and part six.

The product described hereinafter represents a special product according to **astora's General Terms and Conditions for Storage Access**, Article 3, section 2 and is only offered by **astora** under certain commercial conditions.

## Article 2 Storage Services

Name of product: Jemgum SY 23/24 WGV - interruptible - (0.3 TWh)  
 Allocation: Pay-as-bid in keyed procedure  
 Term: 01.06.2023 (6:00 a.m.) until 01.04.2024 (6:00 a.m.)

Scope of (1) "bundle":

|                                  |                             |
|----------------------------------|-----------------------------|
|                                  | <b><i>interruptible</i></b> |
| <b><i>Working Gas Volume</i></b> | <b><i>0.03 TWh</i></b>      |

The additional booking of **Injection and Withdrawal Capacity** falls within **Storage Customer's** sole responsibility, whereas **astora** warrants to offer **Injection Capacity** (firm or interruptible) and **Withdrawal Capacity** (firm or interruptible) for the period 1<sup>st</sup> June 2023 to 1<sup>st</sup> April 2024 on PRISMA.

### Article 3 Operational Handling of Interruptible Working Gas Volume

1. The **Storage Customer** is entitled to use its interruptible **Working Gas Volume** up to an overall storage level of 92% in the contracted **Storage Location**. Relevant is the end-of-day level published by astora daily for “d-1” on <https://www.astora.de/en/transparency/dynamic-data/astora-storage-facilities>. If the storage level reaches 92% astora will interrupt **Storage Customer’s** interruptible capacity and the **Storage Customer** is no longer entitled to any **Working Gas Volume** under this agreement until the overall storage level is less than 92%. astora checks the **Storage Level** on a daily basis at 09:00 a.m. CET. If the **Storage Level** (“d-1”, end-of-day) exceeds 87% astora will notify the **Storage Customer** via e-mail. If the **Storage Level** (“d-1”, end-of-day) exceeds 92% astora will submit a “Call for immediate Clearing” on day “d” via e-mail to **Storage Customer**.
2. Taking into account para. 1. of this Article 3 the **Storage Customer** is obliged to perform one of the following measures immediately upon request of astora by e-mail, once the overall storage level reaches 92%:
  - a) Nominate gas quantities for withdrawal towards astora and one of the relevant **Neighbouring Network Operator**, starting with the first hour of the following gas day. The daily quantity thus nominated must be at least 33% of the interruptible volume booked by the **Storage Customer** on d+1, 06:00.
  - b) The **Storage Customer** is responsible to book the necessary transport capacity with the **Neighbouring Network Operator** to perform its duties towards astora. In case capacities are interrupted either from astora or the network operator, the aforementioned obligations of the **Storage Customer** are suspended until the end of such interruption. This rate shall be maintained until the Storage Level either falls below 92% or your interruptible volume has completely been cleared.
  - c) A (delivering) transfer of gas-in-store in the **Storage Facility** in accordance with Article 21 of the **General Terms and Condition for Storage Access** at a level that meets the criteria under a.).
  - d) A purchase of firm **Working Gas Volume** in the **Storage Facility** either on primary or secondary (in accordance with article 20 of the **General Terms and Condition for Storage Access**) market that covers the contracted interruptible **Working Gas Volume**, provided that firm **Working Gas Volume** is available in the **Storage Location**, whereas such firm **Working Gas Volume** at no point substitutes the interruptible **Working Gas Volumes** booked hereunder.

3. **Storage Customer's** interruptible capacities will be available again once the published overall **Storage Level** is less than 92%.
4. In case it is evident that **Storage Customer** has not taken any reasonable endeavors to clear the interrupted **Working Gas Volume**, **astora** will submit a "Clearing Reminder" via e-mail to the **Storage Customer**. Subsequently, the **Storage Customer's** withdrawal is monitored on a continuous basis.
5. If **Storage Customer** has not undertaken any reasonable endeavor to clear its interruptible **Working Gas Volume** **astora** has the right to terminate this **Storage Services Agreement** with immediate effect via e-mail to the **Storage Customer**.
6. **Storage Customer's** obligation to clear its **Working Gas Volume** according to this Art. 3 No. 1 is deemed to be fulfilled, if **Storage Customer** places a nomination for withdrawal once the **Working Gas Volume** has been interrupted pursuant to Article 3 No. 1 and **astora** interrupts the respective withdrawal nomination.
7. In case of a termination according to this Article 3 No. 5 **astora** is entitled to sell the gas quantities that **Storage Customer** failed to withdraw according to this article 3 in order to minimize its damages, whereas 50% of the sale proceeds are considered to be **astora's** typical damage without further proof of actual damage ("penalty sale"). **astora** will pay to the **Storage Customer** 50% of the price for which **astora** sold the gas quantities according in line with the penalty sale.

#### **Article 4 Storage Services Fee**

The **Storage Services Fee** shall be determined by the offer within the Keyed Procedure. The **Storage Customer** shall be obliged to pay the **Storage Services Fee** for the **Storage Capacities** made available by **astora** independent of the use.

#### **Article 5 Invoicing and Payment**

The fixed **Storage Services Fee** according to Article 4 shall be invoiced to **Storage Customer** in total before the **Start Day** of the **Storage Period** and shall be paid by **Storage Customer** before the **Start Date** of the Storage Contract.

#### **Article 6 Injection and Withdrawal Curves**

**Storage Services** under this *Storage Specification* as well as **Injection** and **Withdrawal Capacity** booked via PRISMA in order to use the Storage Services operationally are not restricted by any **Injection and Withdrawal Curves**.

## Article 7 Exceeding of Storage Capacities

For nominations exceeding the booked **Storage Capacities**, the **Fee for Exceeding the Storage Capacities** applies.

The **Fee for Exceeding the Storage Capacities** will be calculated daily by using the **Tariff for Exceeding the Storage Capacities** on the basis of the maximum hourly volume which exceeds 100% of the **Storage Capacities** per **Storage Day**.

The **Tariff for Exceeding the Storage Capacities** shall be:

- a) **Injection rate:** 2.8 ct/(kWh/h)/d
- b) **Withdrawal rate:** 3.9 ct/(kWh/h)/d

## Article 8 Operations

1. In the Jemgum **Storage Location** the time required to process a **Renomination** shall be thirty (30) minutes for the **Delivery Point** to the **Natural Gas Network** of GTS, two (2) hours for the **Delivery Point** to the **Natural Gas Network** of GASCADE.

Please note the published conditions of GTS for renominations submitted with less than two hours lead time under:

<https://www.gasunietransportservices.nl/en/network-operations/operational-handling/reduction-of-lead-time-nominations>

2. Contrary to article 3, para 1, of the **Operating Agreement** (Annex to the General Terms and Conditions for Storage Access), **Storage Customer** shall use the **Storage Portal** as primary communication path. In case of a technical shortfall, nominations shall be submitted via e-mail to operations@astora.de. This does not apply, if
  - a. an ASX-communication between the parties already exists or can be easily reactivated. In this case the **Storage Customer** is entitled to use the existing communication path; or
  - b. **Storage Customer** holds valid **Storage Services Agreements** with **astora** that were concluded within the last storage year and the current storage year before/in which **Storage Customer** booked the interruptible working gas volume via PRISMA with a total contract value of €50,000. In this case the parties take best efforts to setup an ASX-communication without any additional costs for **Storage Customer**. If the setup takes longer than the **Start Day** of the **Storage Services Agreement** for interruptible **Working Gas Volume**, **Storage Customer** provisionally uses the Storage portal as main communication path until the ASX-communication is set up; or

- c. Storage Customer separately books an ASX-communication from **astora** for a price of €2,000. Such booking can be requested from astora via e-mail.

## Article 9 Delivery Points

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

## Article 10 Natural Gas Quality Specifications

For the Jemgum **Storage Facility** the quality parameters published by the **Neighbouring Network Operators** shall apply at the **Delivery Points** listed under Article 9, No 2 and 3.

## Article 11 Sanctions - Regulation (EU) No 833/2014

By participating in the keyed procedure the potential Storage Customer represents and warrants that it does not represent a person that is prohibited to access natural gas storage facilities within the European Union and prohibited to contract related storage capacities pursuant to Article 5p of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, introduced by Article 1 No. 12 of Regulation (EU) 2023/427 of 25 February 2023 amending the first-mentioned as further described in Annex 2 of this Storage Specification (**“Relevant EU Sanctions”**).

In case of a successful bid within the keyed procedure and the related conclusion of a Storage Contract the Storage Customer shall provide without undue delay at the latest until **20 May 2023** with a duly completed and countersigned declaration and confirmation in the form attached to this Storage Specification as Annex 2 (**“Confirmation”**) to be delivered digitally by email to [sales@astora.de](mailto:sales@astora.de) and the Storage Customer assures to act in accordance with said Confirmation.

Each Storage Contract concluded within the keyed procedure is subject to the resolutive condition (*auflösende Bedingung*) that the Storage Customer submits a duly completed and countersigned Confirmation to astora at the latest by 20 May 2023. In the event that the Storage Customer does not provide astora in due time with such Confirmation, the concluded Storage Contract shall be terminated at the end of this day. In this case astora shall remarket the affected Storage Capacities to the extent possible and the former Storage Customer, shall be obliged to pay damages including but not limited to additional costs incurred by astora for the implementation of a further keyed procedure and the difference between the marketing revenue originally achieved with the former Storage Customer and the marketing revenue ultimately received upon remarketing, as applicable.

Independent from the necessary delivery of a duly completed and countersigned Confirmation by the Storage Customer, astora shall have the right to suspend and/ or terminate existing Storage Contracts in its sole discretion in the event that astora has plausible doubts with regard to the compliance of the respective Storage Customer with Relevant EU Sanctions.



## Annex 1 Provisions for REGENT

### Preamble

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

According to section 2 of the operative part of **REGENT 2021**, network operators are obliged to offer a discounted network tariff at entry and exit points at storage facilities if and to the extent that a storage facility is not used as an alternative to grid connection point.

The network operator must have the storage operator prove the non-usability of the storage facility with discounted capacities as an alternative to a grid connection point in accordance with section 2 of the operative part of **REGENT 2021**.

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

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

### Section1 Installation of discount and non-discounted accounts in the **Storage** by **astora**

1. **astora** undertakes to keep a separate account for each **Storage Customer** to which the working gas quantities are booked which are
  - a. injected and withdrawn from the **Storage** using exit or injection capacity of the network operator at the storage connection point, which is priced with a discounted tariff in accordance with the provisions of section 2 sentence 1 of the operative part of **REGENT 2021** (hereinafter referred to as "**discounted capacity**") (hereinafter referred to as "**discount account THE**"),
  - b. injected into and withdrawn from the **Storage** using exit or entry capacity of the network operator at the storage connection point which is not priced with a discounted tariff according to the provisions of Number 2 Sentence 1 of the operative part of **REGENT 2021** (hereinafter referred to as "**non-discounted capacity**") (hereinafter referred to as "**non-discounted account THE**"), and
  - c. injected into and withdrawn from the **Storage** using exit or entry capacity of the network operator of the connected market of the neighbouring country at

the storage connection point (hereinafter referred to as "**GTS capacities**") (hereinafter referred to as "**non-discounted account TTF**").

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

2. **astora** shall initially ensure that a reclassification of gas volumes

a. between the **discount account THE** and a **non-discount account THE** as well as

b. between the **discount account THE** and a **non-discount account TTF**

is not possible in either direction.

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

1. In accordance with **REGENT 2021**, the network operator shall ensure that a transport customer

a. can only place **discounted capacity** into a balancing group/sub-balancing account without a special designation for non-discounted capacity (hereinafter referred to as "**B<sub>discounted</sub>**"),

b. can only place **undiscounted capacity** into a specially marked balancing group/sub-balancing account for non-discounted capacity (hereinafter referred to as "**B<sub>non-discounted</sub>**"), and

c. can place **GTS capacities** in a balancing group/sub-balancing account of Gas Transport Services B.V., Groningen (NL) (hereinafter referred to as "**B<sub>non-discounted TTF</sub>**").

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

a. are injected from a **B<sub>discounted</sub>** are exclusively allocated to a **discount account THE**,

b. are injected from a **B<sub>non-discounted</sub>**, are exclusively allocated to a **non-discounted account THE**,

c. are injected from a **B<sub>non-discounted TTF</sub>**, are exclusively assigned to a **non-discounted account TTF**,

d. are withdrawn from a non-discounted account,

i. are either transferred to a **B<sub>non-discounted</sub>**

- ii. or be transferred to a **B<sub>non-discounted</sub> TTF**,
  - iii. or, if the injected working gas quantities can be proven to have been transferred back to the **THE** market area from which the working gas quantity in question was originally injected, to a **B<sub>discounted</sub>**, and
- e. are withdrawn from a **discount account THE**, are either transferred to a **B<sub>discounted</sub>** or, if the injected working gas quantities can be proven to be withdrawn again into the market area **THE** from which the working gas quantity in question was originally injected, are transferred to a **B<sub>non-discounted</sub>**.

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

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

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

## **Annex 2 Sanctions - Regulation (EU) No 833/2014**

Pursuant to Article 5p of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, introduced by Article 1 No. 12 of Regulation (EU) 2023/427 of 25. February 2023 amending the first-mentioned act, it is prohibited, in relation to the natural gas storage facilities of astora GmbH ("astora"), to provide storage capacities for

- a Russian national, a natural person residing in Russia, or a legal person, entity or body established in Russia;
- a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by a legal person, entity or body referred to in point (a) of this paragraph; or
- a natural or legal person, entity or body acting on behalf or at the direction of a legal person, entity or body referred to in point (a) or (b) of this paragraph.

We understand that a violation of this prohibition constitutes serious legal risks, not only from the point of view of the providing storage operator, but also from the point of view of the customer who participates in a sanctioned provision. As a precautionary measure in the interest of all parties involved, we are simultaneously addressing this query to all our customers and thank you in advance for your support and understanding.

. As a precautionary measure, we expressly point out that astora GmbH may be obliged to suspend or terminate existing contracts in the event of doubts with regard to compliance with the sanctions. The transmission of a declaration and confirmation duly signed by you is an essential element for the elimination of doubts in this respect.

### Declaration and confirmation

For the purpose of providing storage capacities in the natural gas storage facilities of astora GmbH, in view of Article 5p of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, introduced by Article 12 of Regulation (EU) 2023/427 of 25. February 2023 amending the first-mentioned act (hereinafter "Reg. No 833/2014"), we hereby declare and confirm to astora GmbH,

1. that we are not a Russian national, a natural person residing in Russia, or a legal person, entity or body established in Russia in terms of Article 5p para 1 lit. a) of Reg. No 833/2014
2. that we are not a legal person, entity or body within the meaning of Article 5p para b) of Reg. No 833/2014, whose shares are held directly or indirectly to more than 50% by one of the legal person, entity or body referred to in Article 5p para 1 lit. a) of Reg. No 833/2014; and
3. that we are not a natural or legal person, entity or body within the meaning of Article 5p para 1 c) acting on behalf or at the direction of a legal person, entity or body referred to Article 5p para 1 lit. a) or lit. b) of Reg. No 833/2014above.

We undertake to inform astora GmbH in writing without delay as soon as this declaration and confirmation no longer apply.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in block capitals