

# Transfer Agreement for Storage Service Agreement

hereinafter referred to as the "***Transfer Agreement***"

between

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hereinafter referred to as the "***Storage Customer***"

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hereinafter referred to as the "***Transferee***"

and

**SEFE Storage GmbH**  
Karthäuser Str. 4  
34117 Kassel, Germany

hereinafter referred to as "**SEFE Storage**"  
(***Storage Customer***, ***Transferee*** and **SEFE Storage** hereinafter  
together referred to as "**Parties**")

## Preamble

The **Storage Customer** and the **Transferee** are willing to transfer the rights and obligations of the existing **Storage Services Agreement** between the **Storage Customer** and **SEFE Storage**, No. \_\_\_, dated \_\_\_, as amended by Amendment, dated \_\_\_ (attached hereto as an annex 1), as hereinafter referred to as “**Storage Services Agreement**”, on the basis of the respective valid version of the **General Terms and Conditions for Storage Access**, in particular according to its Article 43, including the **Storage Specification**, from the **Storage Customer** to the **Transferee** as of \_\_\_ (hereinafter referred to as “**Transfer Date**”). **SEFE Storage** is prepared to give its consent to such transfer.

Therefore, the Parties agree as follows:

1. The **Storage Customer** bindingly and irrevocably transfers all rights and obligations of the **Storage Services Agreement** to the **Transferee**.
2. The **Transferee** bindingly and irrevocably confirms to assume all the rights and obligations of the **Storage Services Agreement**.
3. **SEFE Storage** grants its consent to the transfer mentioned in Section 1 and 2.
4. To the extent that the Customer's Storage Level is not zero (0) at the **Transfer Date** any remaining Gas shall be regarded as gas transferred to the **Transferee** that is as of the **Transfer Date** in the ownership of the **Transferee**.
5. The **Storage Customer** represents and warrants that as of the **Transfer Date** the remaining gas shall be transferred to the **Transferee** and waives all rights in relation to such gas after the transfer.
6. For clarification, the respective valid versions of the following documents shall form an integral part of each **Storage Services Agreement**:
  - **SEFE Storage's General Terms and Conditions for Storage Access** including annex
  - **Storage Specification** of the respective **Storage Location**
  - **SEFE Storage's Notice of Responsibility**
  - **Storage Customer's Notice of Responsibility**
7. In all other aspects, the provisions of the **Storage Services Agreement** and its integral parts shall remain unaffected and shall also apply to this **Transfer Agreement**.

\_\_\_\_\_  
location, date

[Storage Customer]

\_\_\_\_\_  
location, date

[Transferee]

\_\_\_\_\_  
Kassel, \_\_\_\_\_.\_\_\_\_.20\_\_

**SEFE Storage GmbH**

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