



Contract ID: EXT-xxxx-01042019

Supplemental Agreement
(“Extension Option”)

between

XXX

(hereinafter referred to as the "Storage Customer")

and

Uniper Energy Storage GmbH,
Ruhrallee 80, 45136 Essen

(hereinafter referred to as "Uniper Energy Storage")

Introduction

The Storage Customer and Uniper Energy Storage are parties to a storage contract with the contract-ID xxxxxxxx, dated xx.xx.xxxx (hereinafter referred to as the “**Storage Contract**”) concerning storage capacities in the xxxxxxxx storage facility (hereinafter referred to as the “**Storage Facility**”). The Storage Contract ends on 01.04.2019, 06.00 hours. By concluding this Supplemental Agreement, the Storage Customer is given the possibility to continue using the working gas capacity and the withdrawal rate contracted under the Storage Contract for a duration of three months after the end of the term of the Storage Contract in accordance with the following provisions.

Article 1

Subject-matter of this Supplemental Agreement

1. The Storage Customer shall have the option to use the withdrawal rate and the working gas capacity contracted by him under the Storage Contract after the end of the term of the Storage Contract until 01.07.2019, 06.00 hours (the period from 01.04.2019, 06.00 hours until 01.07.2019, 06.00 hours hereinafter referred to as “**Extension Period**”).
2. The option shall be exercised, if the Storage Customer has not withdrawn his entire working gas quantities from the Storage Facility by the end of the term of the Storage Contract (i.e. his working gas account balance for the Storage Facility is not nil (“0”) at 06.00 hours on 01.04.2019). If, however, the Storage Customer has additional working gas capacity available to him in the Storage Facility based on other storage contract(s) (e.g. capacities contracted after the conclusion of this Extension Option) with a term beginning at or prior to 06.00 hours on 01.04.2019, the option shall only be exercised, if the Storage Customer’s overall working gas account balance for the Storage Facility at 06.00 hours on 01.04.2019 exceeds such additional working gas capacity available to him. If the Storage Customer’s working gas account balance is nil (“0”) at 06.00 hours on 01.04.2019 or below his additional working gas capacity, if any, the option is not exercised.

If, in cases of Article 11 Paragraph 4 sentence 3 of the GTCS, the Storage Customer does not wish to exercise the option, he must inform Uniper Energy Storage thereof immediately by stating the reasons for not withdrawing his entire working gas by the end of the term of the Storage Contract and his intention to not exercise the option; the provisions of Article 11 Paragraph 4 and Article 12 Paragraph 3 shall remain unaffected.

3. If the option is exercised in accordance with Paragraph 2 above, the working gas capacity and withdrawal rate contracted under the Storage Contract shall be made available during the Extension Period. The storage capacities made available during the Extension Period are hereinafter referred to

as **“Extended Storage Capacities”**, comprising the **“Extended Working Gas Capacity”** and the **“Extended Withdrawal Rate”**.

4. The right to use the injection rate contracted under the Storage Contract shall in any case end on 01.04.2019, 06.00 hours. The Storage Customer may not inject any working gas quantities or transfer working gas quantities from the working gas account of another storage customer to his working gas account (Article 4 Paragraphs 4 and 5 GTCS) during the Extension Period.
5. If the Storage Customer has concluded a Fundamental Data Reporting Agreement (REMIT) in addition to the Storage Contract, the term of such service agreement will automatically be prolonged to cover the Extension Period, if the option is exercised. However, the Fundamental Data Reporting Agreement shall not be prolonged in accordance with the previous sentence, if the Storage Customer informs Uniper Energy Storage in writing (including fax) at least ten (10) working days prior to 01.04.2019 that he does not wish to prolong the Fundamental Data Reporting Agreement even when exercising the option.

Article 2

Use of the storage capacities during the Extension Period

1. The use of the Extended Storage Capacities during the Extension Period shall be governed by the provisions of the Storage Contract and the GTCS, unless explicitly provided for otherwise hereinbelow.
2. The Extended Withdrawal Rate shall be made available on a conditional basis only and shall therefore be ranking below firm and interruptible storage capacities. Uniper Energy Storage will not reserve physical storage capacities in the Storage Facility to make the Extended Withdrawal Rate available. The Extended Withdrawal Rate can only be made available by Uniper Energy Storage to the extent that physical storage capacities are both available (i.e. not restricted or interrupted) and not used to provide storage capacities with a higher priority (i.e. firm and/or interruptible withdrawal rate).

The Extended Withdrawal Rate can be interrupted by Uniper Energy Storage at any time, to the extent that and for as long as it cannot be made available by Uniper Energy Storage in accordance with the previous sentence. All customers who have contracted conditional withdrawal rates will be preferentially interrupted with regard to the conditional withdrawal rates. The interruption will be made in accordance with the ranking, in terms of time, of the respective storage contracts for the conditional withdrawal rates affected; the provisions of Article 18 Paragraph 2 lit. a) Paragraphs 2-4 GTCS shall apply mutatis mutandis. Regarding the ranking of the Extended Withdrawal Rate, the time of the conclusion of this Supplemental Agreement shall be decisive. Only when all conditional withdrawal rates are interrupted will interruptible and firm withdrawal rates also be reduced.

3. The Storage Customer shall not be discharged from his payment obligations in case of interruptions of the Extended Withdrawal Rate. The fees for the Extended Storage Capacities set forth in Article 3 below shall remain payable in full irrespective of the scope and duration of interruptions of the Extended Withdrawal Rate. For purposes of Article 18 Paragraph 1 lit. c) GTCS, an interruption of the Extended Withdrawal Rate shall not constitute an interruption of the Extended Working Gas Capacity. The provisions of Article 18 Paragraph 3 GTCS shall remain unaffected.
4. During the Extension Period the Storage Customer cannot use his Extended Withdrawal Rate to take part in the short-term capacity trading in accordance with Article 2a of the GTCS.
5. The relevant point in time for a complete withdrawal of the working gas in accordance with Article 11 Paragraph 4 shall be 01.07.2019, 06.00 hours.

Article 3

Fees

1. For the option to use of the storage capacities during the Extension Period the Storage Customer shall pay a fee in the amount of **3.000,00 EUR**, irrespective of the exercise of this option.
2. If the Storage Customer exercises the option in accordance with Article 1 Paragraph 2 above, the Storage Customer shall pay a usage fee in addition to the fee provided for by Paragraph 1. The usage fee shall be calculated as follows:

$$P_{EP} = WGQ \times 0,05 \text{ EUR/MWh}$$

where

P_{EP} is the usage fee during the Extension Period

WGQ is the working gas quantity (in MWh) credited to the Storage Customer's working gas account for the Storage Facility at 06.00 hours on 1 April 2019. In case of Article 1 Paragraph 2 sentence 2 above, only such working gas quantities shall be taken into account which exceed the working gas capacities available to the Storage Customer under his other storage contract(s).

3. If a Fundamental Data Reporting Agreement (REMIT) is extended for the duration of the Extension Period in accordance with Article 1 Paragraph 5 above, the Storage Customer shall pay an additional fee in the amount of 500,00 EUR.

4. For the avoidance of doubt, no System Service Fee will be charged in addition to the fees set forth in this Article 3 for the Extension Period.
5. The fee in accordance with paragraph 1 shall be invoiced by Uniper Energy Storage following the conclusion of this Supplemental Agreement. The fee in accordance with Paragraphs 2 and 3 shall be invoiced by Uniper Energy Storage following the exercise of the option in accordance with Article 1 Paragraph 2 above. The provisions of Article 15 Paragraph 1 and Article 16 Paragraph 3 as well as Paragraphs 5 to 13 of the GTCS shall apply mutatis mutandis. All fees given above are net prices.

Article 4
Miscellaneous

1. Unless expressly provided otherwise in this Supplemental Agreement, the definitions contained in Article 1 GTCS shall also apply to this Supplemental Agreement.
2. The provisions of Article 26 (Written Form Clause), Article 27 (Contract Review Following a Change in Circumstances), Article 28 (Governing Law, Settlement of Disputes), Article 29 (Confidentiality) and Article 30 (Severability) of the GTCS shall apply mutatis mutandis to this Supplemental Agreement.

Place, date

Essen,

Storage Customer

Uniper Energy Storage GmbH