



Trilateral Agreement
regarding the Financing of Natural Gas Inventory
[“Trilateral Agreement”]

between

XXX

XXX

[“Storage Customer”]

and

XXX

XXX

[“Financing Institution”]

and

Uniper Energy Storage GmbH
Franziusstraße 12, 40219 Düsseldorf

hereinafter referred to individually as “Party”
or collectively as “Parties”

Disclaimer

This document is a non-exhaustive and legally non-binding draft. Uniper Energy Storage acknowledges that each financing deal between a Storage Customer and a Financing Institution requires a highly individual and customized structure. Consequently it may be necessary to amend this draft to account for the specifics of each individual application. In case of any further questions, please do not hesitate to contact your regular contacts at Uniper Energy Storage.

WHEREAS, the Storage Customer has entered into one or several storage contract(s) with Uniper Energy Storage GmbH ("**UST**"). The storage contract(s) relevant to this Trilateral Agreement are listed in Annex 1 ("**Uniper Storage Contract(s)**"). The Uniper Storage Contract(s) are subject to the General Terms and Conditions for Storage Services of UST ("**GTCS**").

WHEREAS, the Storage Customer transfers [all or part of] the storage capacities (the "**Transferred Storage Capacities**") available to the Storage Customer under the Uniper Storage Contract(s) to the Financing Institution in accordance with Article 22 Paragraph 1 of the GTCS, as further specified Article 2 below and in Annex 2 to this Trilateral Agreement.

WHEREAS, the Storage Customer and the Financing Institution have entered into a [natural gas sales] agreement regarding the transfer, in accordance with Article 8 Paragraph 4 of the GTCS, of a natural gas quantity stored for the Storage Customer ("**Working Gas Quantities**", as per Annex 2) under the Uniper Storage Contract(s).

THEREFORE, the Parties agree as follows:

Article 1 Transfer of Storage Capacities

- 1.1 The Transferred Storage Capacities described in Annex 2 to this Trilateral Agreement shall be transferred from the Storage Customer to the Financing Institution in accordance with Article 22 Paragraph 1 of the GTCS for the duration set forth in Annex 2 (the "**Term of the Transfer**").
- 1.2 As provided for by Article 22 Paragraph 1 of the GTCS, the rights with respect to the Transferred Storage Capacities (in particular the making of nominations) may be exercised directly by the Financing Institution during the Term of the Transfer.
- 1.3 UST will register the transfer of the Transferred Storage Capacities and set up a working gas account in favour of the Financing Institution as provided for in Article 22 Paragraph 1 of the GTCS with effect of the start of the Term of the Transfer. The Financing Institution will receive a monthly statement in accordance with Article 8 Paragraph 6 GTCS as well as online access to its account data.
- 1.4 According to Article 22 Paragraph 1 Sentence 5 of the GTCS, UST will invoice the Storage Customer for an additional System Service Fee for each of the Uniper Storage Contract(s). The additional System Service Fee shall be payable for each storage year of the Term of the Transfer. Notwithstanding Article 16 Paragraph 2 of the GTCS, the full amount of the additional System Service Fee shall be invoiced at the beginning of each respective storage year.
- 1.5 The Financing Institution may not transfer the Transferred Storage Capacities in accordance with Articles 2a, 22 GTCS to any third party.

Article 2

Transfer of Working Gas Quantities

- 2.1 With effect from the beginning of the Term of the Transfer, the Storage Customer hereby transfers the Working Gas Quantities to the Financing Institution in accordance with Article 8 Paragraph 4 of the GTCS. The Storage Customer assigns (*abtreten*) to the Financing Institution the right of withdrawal of the Working Gas Quantities. Title transfer regarding the Working Gas Quantity is to be effected in storage in accordance with Article 8 Paragraph 4 Sentence 4 of the GTCS.
- 2.2 UST will register the transfer of the Working Gas Quantities from the Storage Customer's working gas account to the Financing Institution's working gas account [in each of the storage facilities concerned] in accordance with Article 8 Paragraph 4 of the GTCS.
- 2.3 Upon withdrawal by the Financing Institution of Working Gas Quantities transferred to the Financing Institution, UST will transfer the (sole) ownership in such gas quantities to the Financing Institution in accordance with Article 7 Paragraph 2 of the GTCS.
- 2.4 During the Term of the Transfer, the Financing Institution may retransfer working gas quantities to the Storage Customer and the Storage Customer may transfer working gas quantities to the Financing Institution (to the extent, working gas capacities available to the respective Party allow), in each case in accordance with Article 8 Paragraph 4 of the GTCS. The provisions of Articles 8 Paragraph 4 and 16 Paragraph 4 lit b) as well as Annex IV Section VIII of the GTCS establishing a fee for the transfer of working gas quantities between working gas accounts shall apply to all transfers of Working Gas Quantities between the Storage Customer and the Financing Institution. Without prejudice to clause 4.1 below, irrespective of the direction of the transfer (from the Storage Customer to the Financing Institution or vice versa), the fees shall be payable by the Storage Customer to UST.
- 2.5 During the Term of the Transfer, the term "Working Gas Quantities" shall always apply to the entire amount of working gas credited to the working gas account(s) of the Financing Institution set up in accordance with clause 1.3 above, taking into account any withdrawals and/or transfers in accordance with clauses 2.3 and 2.4 above. Any provisions in this Trilateral Agreement pertaining to the Working Gas Quantities shall always apply to the entire amount of Working Gas Quantities at each time during the Term of the Transfer.
- 2.6 *[Note: If the transfer of storage capacities and working gas quantities pertains to storage facilities connected to more than one market area (currently 7Fields, Etzel EGL and Etzel ESE), additional provisions may be required to reflect Annex V of the GTCS and the requirements set out in Section IX of the Determination BK9-14/608 ('BEATE') of the Federal Network Agency.]*

Article 3

Term

This Trilateral Agreement shall enter into force on xx.xx.20xx and end on xx.xx.20xx. By the end of the Term of the Transfer, the Financing Institution must reduce its working gas account balance to "nil" (0), either by withdrawal or by transfer of working gas to another storage customer of UST, including the Storage Customer.

Article 4 Credit

- 4.1 The lien in accordance with Article 7 Paragraph 3 GTCS securing UST's claims against the Storage Customer shall continue against the Working Gas Quantities. However, UST will not appropriate the Working Gas Quantities, enforce its rights under Article 7 of the GTCS to withhold and market the Working Gas Quantities, or enforce any other withholding or security right (*Zurückbehaltungsrecht oder Sicherungsrecht*) regarding the Working Gas Quantities provided that the Financing Institution performs the Storage Customer's obligations under the Uniper Storage Contract(s), including without limitation the payment of any and all storage fees due and payable for the Transferred Storage Capacities.
- 4.2 UST will inform the Financing Institution without undue delay of any failure (*Verzug* in accordance with Article 286 of the German Civil Code) by Storage Customer to perform any of its payment obligations in whole or in part under the Uniper Storage Contracts with respect to the Transferred Storage Capacities, if the Storage Customer does not remedy such failure within a reasonable period of time following a reminder by UST.

Article 5 Other Arrangements

- 5.1 *[Note: Depending on the specifics of the individual application if this agreement, any other arrangements between the Storage Customer and the Financing Institution which UST shall be informed about, e.g. authorisation of the Financing Institution by the Storage Customer to make any type of notifications in the name of, and on behalf of, the Financing Institution; regular reports to be sent to xxx; possible prolongations or terminations and respective deadlines; actions in the event of an early termination; possible use of transferred injection or withdrawal capacity by the Storage Customer; etc. (subject to the agreement between the Storage Customer and Financing Institution)].*

Article 6 Contacts

In case of any questions about the transaction described above, please contact the following contact persons:

[Storage Customer]

Name
Department
E-Mail
Address

[Financing Institution]

Name
Department
E-Mail
Address

Uniper Energy Storage GmbH

Anna Herrmann

Key Account Manager, Marketing & Sales

anna.herrmann@uniper.energy

Franziusstraße 12, 40219 Düsseldorf, Germany

**Article 7
General Provisions**

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 Trilateral Agreement. In particular, the provisions of Article 28 of the GTCS concerning the settlement of disputes shall also apply to any disputes which may arise between UST and the Financing Institution in relation to this Trilateral Agreement.

Unless expressly provided for otherwise in this Trilateral Agreement, any rights and obligations under the Uniper Storage Contract(s) shall remain between UST and the Storage Customer.

Place, date

[Storage Customer]

Place, date

[Financing Institution]

Place, date

Uniper Energy Storage GmbH

Annex 1:

List of Uniper Storage Contract(s) with date and contract ID:

Storage	Contract ID	Date of signing

draft

Annex 2:

ANNEX 2			
	Working Gas Capacities (which equal the Working Gas Quantities transferred as per Article 2 above)	Injection Capacities	Withdrawal Capacities
Storage Facilities	in GWh	in MWh/h	in MWh/h
Total			

draft

Annex 3:

Specimen Transfer Notice

To

Uniper Energy Storage GmbH

Email: ust.disposition@uniper.energy; carsten.bentler@uniper.energy;
matthias.schwieters@uniper.energy; ust.storageportal@uniper.energy

In accordance with Article 2.3 of the Trilateral Agreement dated _____ between _____ (Storage Customer) and _____ (Financing Institution), we hereby request a binding transfer of working gas quantities in the storage facility _____:

Direction: from the Storage Customer to the Financing Institution
 from the Financing Institution to the Storage Customer

Amount: Working gas quantity in MWh to be transferred: _____ MWh

Gas account [only applicable for storage facilities with access to more than one market area according to Annex V GTCS]:

TSO: _____

discounted account non-discounted account

Effective Date: The transfer shall become effective on _____, 06.00 hours.

Provided Uniper Energy Storage has received the completed form duly signed by the transferor and the transferee within regular business hours (Monday till Friday, 9.00 hours to 17.00 hours) no later than **two working days before** the effective date, the transfer will be executed with effect of 06.00 hours of the effective date. Otherwise Uniper Energy Storage will try to execute the transfer as soon as possible. If the transfer will be executed on the day when Uniper Energy Storage has received the completed and duly signed form, the transfer will be executed with effect of 06.00 hours of the same day. Apart from that, working gas quantities cannot be transferred with retroactive effect.

As per Article 2.3 of the Trilateral Agreement such transfer of working gas quantities shall include the corresponding working gas capacities.

date, place

date, place

signature Storage Customer

signature Financing Institution