

Legal disclaimer: This is an unofficial translation. Official documentation for the auction sale is drafted in Czech language. If any discrepancies arise between English and Czech wording, the Czech wording shall prevail.

Terms and conditions for electronic auction of the of Gas Storage Operator, MND Gas Storage a.s., for the reservation of the annual storage capacity with fixed output for the remaining new storage capacity, to be held on 11th March, 2014 (hereinafter the “Auction Terms and Conditions”)

Opening clauses

These auction terms and conditions have been developed in line with valid and effective, generally binding, legal regulations, the Ordinance No. 365/2009 Coll. on the Rules of the Gas Market (hereinafter “Market Rules”), and Rules of MND Gas Storage a.s. gas storage operator (hereinafter the “Rules”), in particular.

Fundamental prerequisite of participation in the auction to be held on 11th March, 2014, under the Auction Terms and Conditions (hereinafter “Auction”), are set in the Rules (Part II.). Other matters concerning the Auction which are not specifically governed by these Auction Terms and Condition or the Rules, shall be governed by the Ordinance No. 365/2009 Coll. and the Rules.

If the Applicant who is participating in the Auction belongs to the same group of companies as the storage operator has already reserved at least 80 per cent of the overall storage capacity of the storage operator whether by itself or in combination with other subjects belonging to the same group of companies as the storage operator, the storage operator shall lower the individual demand of such Applicant (or also of the other Applicants belonging to the same group) by the sum of the demand made by all other Applicants participating in the auction, but at the maximum equal to the difference between the available storage capacity and the sum of all demands made by the other Applicants.

Basic parameters of Auction Terms and Conditions

Type of storage capacity reserved: Annual storage capacity with fixed output for the remaining new storage capacity under Section 17 of Market Rules

Date Auction is held: 11th March, 2014

Storage period: 1st April, 2014, 6 a.m. – 1st April, 2019, 6 a.m.

Storage capacity offered (operating volume): 1 000 000 m³

1. Minimal price

Minimal (posted) price for the storage year is set to **0,88 CZK per m³ of operating capacity per storage year.**

Actual price (quoted in the Gas Storage Contract) for gas storing will be fixed in compliance with the Auction results along with the fact that:

- For the 1st storage year price fixed on the basis of the results of auction.
- For the 2nd and following storage years a price will be valorized in a way specified in the sample contract (please, refer to point 5 of Auction Terms and Conditions)

To fix the final price, the main component of the price for storage will be mounted still with the component of the price for accompanying services, which will be fixed in the way stated in the sample contract (see point 6 of Auction Terms and Conditions).

2. Auction date

Auction date has been set for 11th March 2014, at 10:00 a.m. along with the fact that the Applicant must register in the information system of MND Gas Storage a.s. gas storage operator no later than by 6th March, 2014, 04:00 p.m., to participate in the Auction.

Auction termination date has been fixed at 03:00 p.m. of the respective day. In the event the Auction at any day does not end (demand overhang) by the Auction termination time (03:00 p.m.), the Auction shall be

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interrupted. It will then continue in the immediate business days that will follow, and this always at the same time for Auction to start and end until the time the Auction is closed (capacity will be reserved).

3. The way of provided electronic communications and alternative communications

Auction will be organized via the secured Internet interface accessible from Website of MND Gas Storage a.s. gas storage operator: www.gasstorage.cz (as per picture instructions).

Should Storage Operator's Auction System (Portal) fail, then the Storage Operator shall notify active Applicants in a proper way about such situation, without any undue delay from the time he/she learns about such fact. During such failure the Auction will remain interrupted, and the Storage Operator will give notice of the resumption of Auction to active Applicants in the appropriate manner, 30 minutes before its continuation, at the latest. Auction may continue from the last round that went ahead duly, and they managed to record (store) it in Auction System, or start again with first round (if information from Auction rounds carried out are not available or applicable).

Should it be that Storage Operator does not manage to put the Auction System into operation within 5 working days from its failure, or by 50th working day before first day of the Storage Period for which the Auction has been called, then the Storage Operator has the right to stop the Auction for the period of max 30 calendar days in order to eliminate the error. Storage Operator will disclose the Auction resumption date no later than 5 working days before its continuation.

In case the electronic communications fail over the course of the Auction on the side of Applicant, then the alternative way of communication can be used via a fax using +420 518 315 327 along with the fact that the Auction request sent in this communication way must include the following:

- Applicant's exact identification.
- Auction marking incl. Auction round No. for which the request is submitted
- Level of storage capacity requirement in the manner that corresponds to the Auction Terms and Conditions (in the form of a No. rounded off two decimal locations which expresses percentage share in the size of Free Storage Capacity)
- Signature of person authorize to act on the behalf of the Applicant

In the event the Applicant is forced to approach this alternative communication, then he/she shall be liable to announce this fact to MND Gas Storage a.s. storage operator, and this via phone No. +420 518 315 186, and such notification shall be made by the end of relevant Auction round (during which failure has occurred) at the latest. Unless Applicant makes so, the level of demand in relevant Auction round (where he/she was about to use alternative communication) will be deemed zero. MND Gas Storage a.s. gas storage operator has the right, in case of using alternative communication, to stop the Auction for the period necessarily required for the proper commissioning of alternative communications.

4. Financial security deposit

The amount of financial security deposit will be determined depending on Applicant's level of max demand for reservation of storage capacity in the Auction, and this in the way as per the formula:

Demand for the amount of financial security deposit provided = max demand for storage capacity * 0,05 * 0,88
(e.g. for 1 000 000 m³ of storage capacity the amount of financial security deposit equals to CZK 44 000)

The applicant may fulfill the duty to provide financial security deposit:

1. either by providing original of an unconditional and irrevocable letter of credit to the sum equal to the financial security deposit required, which should be valid at least by 31st March, 2014; or

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2. by a wire transfer to the benefit of the account No. **17402743/0300**, for international wire transfers IBAN: CZ980300000000017402743, SWIFT: CEKOCZPP; provided with a variable number that equals the National ID No. of the company or day, month and year of the birth for physical persons.

Financial security deposit must be received by the storage operator by 7th March, 2014; which means the day when the original of the letter of credit is received by the storage operator, or the day when the respective financial amount is credited to the account of the storage operator.

5. Gas Storage Contract Specimen

Sample Contract for Gas Storage is included in Annex No. 1, Auction Terms and Conditions, and it will be signed with Auction participants pursuant to the procedure specified in the Rules. The Contract will be concluded with those participants to the Auction who can document the meeting of their financial ability compliant to the Rules (Annex No. 1), and the storage capacity was reserved for them.

6. Duration of the Gas Storage Contract

Gas Storage Contract to reserve annual storage capacity with fixed output for the remaining new storage capacity will be signed for the effective term from 1st April, 2014, 6 a.m. – 1st April, 2019, 6 a.m.

7. Size of free (offered) storage capacity

Total storage capacity offered in the first and all following years of gas storage (effectiveness of Gas Storage Contract):

- Total operating capacity of 1 000 000 m³ of gas.
- Total max withdrawal output of 340 000 kWh per day.
- Total max injecting output of 170 000 kWh per day.

The course of withdrawal output and injection output depends on operating capacity (injection curve and recovery curve) and is given in Annex No. 1 of Gas Storage Contract Specimen (refer to point No. 5 of Auction Terms and Conditions). Ration (size) between max withdrawal and injection output and reserved operating capacity (with regard to Auction result) will be set for the Applicant in the same ratio like the total operating capacity against total max withdrawal and injection output.

8. The level of price increase in between Auction rounds

The level of increase of price per 1 m³ of operating capacity in between Auction rounds during entire Auction, will be CZK 0,05.

9. Total duration of gas storage capacity reservation

Maximum as well as minimum duration of the offered storage capacity is set by the storage operator to 5 years.

10. Electronic Request Specimen

Sample Electronic Request for the first access to the Information System of MND Gas Storage a.s. gas storage operator in order to participate in Auction (filling in is made according to the picture instructions):

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Legal entities

Název: <input type="text"/> Forma: <input type="text"/> (právnícká osoba nezapsaná v OR uvede svůj název) Sídlo: Obec: <input type="text"/> PSČ: <input type="text"/> Ulice: <input type="text"/> Čp: <input type="text"/> Stát: <input type="text"/> Kraj: <input type="text"/>	Předmět podnikání: <input type="text"/>												
IČ: <input type="text"/> DIČ: <input type="text"/> Banka: <input type="text"/> Číslo licence s plynem: <input type="text"/>	Adresa pro doručování do vlastních rukou: <input type="text"/>												
Kontakt: Telefon: <input type="text"/> Příjmení: <input type="text"/> Fax: <input type="text"/> Jméno: <input type="text"/> Email: <input type="text"/>	Statutární zástupci: (všichni) <table border="1"> <tr> <td>Příjmení:</td> <td>Jméno:</td> <td>Dat. narození:</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	Příjmení:	Jméno:	Dat. narození:	<input type="text"/>								
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Natural person

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Note: Licence No. to gas trading is facultative data

12. Time Schedule

6 th February, 2014	Announce the Auction
by 7 th March, 2014	Provide financial security deposit
by 6 th March, 2014, 4:00 p.m.	Applicants to register for participation in Auction

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<i>11th March, 2014, from 10:00 a.m.</i>	Auction course
<i>Within 10 days from signing Gas Storage Contract</i>	Return financial security deposit
<i>Within 10 days after Auction is ended (unless capacity was allocated)</i>	Return financial security deposit

Contract to store gas for reservation of annual storage capacity with fixed output for the remaining new storage capacity (the specimen)

I. Parties to the Contract

MND Gas Storage a.s.

Registered office: Úprkova 807/6, 695 01 Hodonín

Represented by:

Company ID No.: 27732894

Tax ID No.: CZ27732894

Bank account: ČSOB, a.s.

Account No. – 17402743/0300

Incorporated with Regional Court in Brno, Section B, Folder 4925
(hereinafter the “**Storage Operator**”, as well),

Company

Registered office:

Represented by/Executive head:

Company ID No.:

Tax ID No

Bank account:

Account No. –

Incorporated with, Section, Folder,
(hereinafter the “**Storage User**”, as well),

Hereby sign, under the Act No. 458/2000 Coll. (Power Act) and relevant statutory instruments for the Power Act, all as amended and effective, this Contract to store gas for reservation of annual storage capacity with fixed output for the remaining new storage capacity (hereinafter the “Contract”, only).

II. Subject Matter

1. The subject matter of this Contract, compliant with the Rules of the Gas Storage Operator (hereinafter the “Rules”, only), is the obligation:
 - a) Of the Storage Operator to duly render a gas storing service for the Storage User, and this under the terms and conditions given below in this Contract and the Rules;
 - b) Of the Storage User to create conditions for proper rendering of the storing service by Storage Operator, and pay total price for the storing service, and this all under the terms and conditions mentioned below in this Contract and the Rules.
2. Parties to the Contract undertake in performing this Contract to also adhere to the provisions of the Rules which are valid and effective as of the date the Contract was signed by Storage User, including the provisions of the Rules altered later on by Storage Operator due to the reasons incited by the change of generally binding legal regulations or a ruling of respective state administration body. Storage User hereby declares he/she has become sufficiently familiar with the wording of the Rules valid and effective as of the date the Contract was signed, and has these at his/her disposal.
3. Should any changes to the Rules be made (pursuant to the previous point) then the decisive wording for the Parties to proceed will be the one which is in force at the time the performance is carried out, and in the event of any default in performance, then at the day the performance should have been made. In case of any variance between the wording of the Rules and of this Contract the provisions stated in this Contract shall take precedence.
4. Storage User will be notified of any changes to the Rules or to other terms and conditions, and in a way quoted in the Rules, or given in generally valid legal regulations, in the Power Act, in particular.

III. Storage capacities

1. Throughout the time the Contract is effective the Storage Operator undertakes to provide the Storage User within the storage service the following storage capacities adjusted according to the injection curve and recovery curve which are bound to the amount of Storage User-stored gas (identified in Storage User's account) and with the constraints stated in this Contract, Rules and generally binding legal regulations.

Daily max recovery output: kWh per day
Daily max injection output: kWh per day
Operating volume [Po]: m³

2. Injection curve and recovery curve are given in Annex No. 1 which forms integral part of this Contract.

IV. Storage price

1. Total price for storage service

Total price for storage service consists of the gas storage price which includes also the price for technological gas, and of the price for gas storage-related activities, where:

- Gas storage price

Annual unit price for natural gas storage, fixed on the basis of the results of auction held/ended date, amounts to CZK/m³ of operating volume (price stipulated in auction).

Out of this unit price for storage the Storage Operator will allow the following discounts:

- For the 1st storage year a discount of 5 % from final auction price will be provided.
- For the 2nd storage year a price according to the Auction results will be applied.
- For the 3rd storage year and the following storage years of the duration of the Contract, in April of the respective year price shall be determined using the following valorization formula:

$$JC_{nr} = JC_{nr-1} \times (0,85 \times PPI + 0,15 \times CPI)$$

JC_{nr}	-	Annual unit price effective in relevant year
JC_{nr-1}	-	Annual unit price effective in the year just preceding the relevant year
CPI	-	Average monthly wage increase index (within branch of industry) for 1 st to 4 th Quarter of calendar year of just preceding year in which the price is being fixed. The index is disclosed by Czech Statistical Office [Český statistický úřad] (hereinafter the "CSU"), table "Počet zaměstnanců a průměrné hrubé měsíční mzdy podle CZ-NACE (fyzické osoby) / The number of employees and average monthly gross wages and salaries by CZ-NACE (actual persons)", index line "B-E Industry total". ¹
PPI	-	Industrial manufacturer price index (ratio between averages of indices for the last 12 months and average of indices for the just preceding 12 months) for March of the relevant year. The index is disclosed by CSU, table "Index cen průmyslových výrobců podle sekce a subsekce CZ-CPA v České republice (podíl klouzavých průměrů) / Industrial Producer Price Index by Section and Subsection of CZ-CPA in the Czech Republic (ratio of rolling averages)", index line "B,C,D,E TOTAL". ²

- Price for gas storage-related activities

C_{sc} is the annual price for gas storage-related activities, and is expressed in CZK/year, and calculated as the annual expense ratio / total daily max recovery output of Storage Operator (inside virtual gas storage tank) disclosed for respective year in line with the Rules, in kWh x Daily

¹ As to the date the announcement of Auction, the data for Q1-Q4 2011 are available on the webpage of CSU http://www.czso.cz/csu/2012edicniplan.nsf/engpubl/3106-12-eng_q4_2012; table 122.

² As to the date of announcement of the Auction, the data for November 2012 are available on the webpage of CSU http://www.czso.cz/csu/2013edicniplan.nsf/engpubl/700444-13-eng_m12_2013; table 5.

max recovery or injection output cited in point 1 of Article III of this Contract, in kWh, depending on which value is higher.

Annual expense ratio for the first year of Contract duration which is the year 2013, will be at the level of 12 000 000, and will be adjusted for the following years in accord with the following valorization formula:

$$C_{nr} = C_{nr-1} \times (0,85 \times PPI + 0,15 \times CPI)$$

C_{nr}	-	Annual expense ratio of respective year
C_{n-1}	-	Annual expense ratio effective in the year just preceding the respective year
CPI	-	Average monthly wage increase index (within branch of industry) for 1 st to 4 th Quarter of calendar year of just preceding year in which the price is being fixed. The index is disclosed by Czech Statistical Office [Český statistický úřad] (hereinafter the "CSU"), table "Počet zaměstnanců a průměrné hrubé měsíční mzdy podle CZ-NACE (fyzické osoby) / The number of employees and average monthly gross wages and salaries by CZ-NACE (actual persons)", index line "B-E Industry total". ³
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2. Total yearly payment for storage service

Annual payment for storage service includes no taxes or other fees, and these will be added at the level and in the way given by generally binding legal regulations.

Overall annual payment for storage services will be calculated as the sum of annual price for gas storage and annual price for gas storage-related activities

where

$$C_R = C_{PZP} + C_{Sc}$$

C_R	-	is total annual price for storage services, expressed in CZK/year
C_{PZP}	-	is annual price for natural gas storage, expressed in CZK/year, and calculated through multiplying annual unit price for natural gas storage, effective for the respective year, by operating volume (Po)
C_{Sc}	-	is annual price for gas storage-related activities, expressed in CZK/year

3. Total monthly price

Total monthly price for storage services, expressed in CZK/month, and calculated as 1/12 of total annual price **C_R** / 12.

4. Unless otherwise stated, all the price provision associated with the work "month" shall be considered for the gas month period, and those associated with the word "year" shall be considered for the storage year period.

V. Terms of Payment

1. Storage User shall be liable to pay for storage service on monthly basis (for each gas month of the Contract effectiveness) the back payment to Storage Operator amounting to total monthly price for storage service inclusive all taxes or fees charged in conformity with the generally binding legal regulations, calculated for the respective gas month in line with the previous Clause, based on tax certificate issued by the Storage Operator. Storage Operator shall be liable to issue the tax certificate for relevant gas month and send it to the Storage User no later than by 5th business day of calendar month that follows immediately the month for which such price has been fixed.

³ Detto sub 1.

⁴ Detto sub 2.

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2. Storage User shall be liable to pay total monthly price for storage service for the respective gas month no later than within 15 calendar days after receipt of the relevant tax certificate, and this through cashless transfer to the Storage Operator's account specified on the tax certificate.
 3. Tax certificate shall include the elements set forth by generally binding regulations including banking institution identification and account No. to pay thereon.
 4. Should there be default in payment of monetary obligations that the Contract implies, then the respective Party shall be liable to pay second Party a delay charge at the level under valid generally binding legal regulations, and unless these regulations do not specify the amount of such punitive interest, or have ceased to specify it, or such late charge is unable to determine, then at the level of 0,05% of unpaid amount per day in default or started day in default.
 5. Delay charges are due within 10 calendar days after a day these are accounted for.

VI. Duration

1. The Contract is made and takes effect as from 1st April, 2014, at 06.00 a.m., and terminates on 1st April, 2019, at 06.00 a.m., and becomes valid on the day it is signed by both Contractual Parties.
2. Storage User undertakes to use storage services in such a way that as of the last day of Contract effectiveness he/she will have no gas stored (identified on Storage User's account in kWh) with the Storage Operator based on this Contract.

VII. Special Provisions

1. By this Contract the Storage User grants the Storage Operator an irrevocable and irreversible right to procure the sale of unrecovered gas that had been injected into Storage Operator's gas storage compliant to this Contract, and is present in such storage at the time such right of the Storage Operator is applied. Parties to the Contract state explicitly that such right to procure the sale, will last even after this Contract's validity or effectiveness expire.
2. Storage Operator has the right to carry out gas sale on behalf of his/her name on account of Storage User along with the fact that the Storage Operator has at the same time the right to set off his/her claims that result from this Contract against Storage User's claim, for paying the price for the unrecovered gas sold.
3. Storage Operator has the right to sell gas only under the conditions laid down in the Contract, in the Rules, or generally binding legal regulations.

VIII. Final Provisions

1. Legal relations between the Parties established by this Contract and not specially regulated therein, shall be governed relevant provisions of the Act No. 89/2012 Coll., Civil Code.
2. The Parties hereby mutually declare they enter into this Contract as entrepreneurs, and they are not aware of any facts that may lead to a presumption that one of the parties could be deemed as a weaker contracting party. Under Section 1801 of the Civil Code, the Parties further mutually stipulate they consider the content of this contract not to be contradicting to usages in the gas industry.
3. Parties acknowledge the Rules shall not be considered as standard business terms of the Storage Operator in the meaning of the Section 1751 et seq. of the Civil Code, as the Rules are subject to approval or prescription by the Energy Regulatory Office under Section 97a of the Power Act.
4. Regarding the regulated nature of the business activity of the Storage Operator and that the allocation of the storage capacity is governed by the Regulation No. 365/2000 Coll., on the Rules of the gas market, as amended, the parties mutually declare Sections 1765 and 1766 of the Civil Code shall not be applicable to this Contract. Storage User undertakes to bear the risk of change in circumstances under Section 1765, para. 2 of the Civil Code.

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5. Parties undertake mutually to protect and keep in secret against third persons any confidential information. None of the Party shall provide information without written consent from second Party, about the content of this Contract or other confidential information, and this neither in partial scope to a third party, with the exception of persons that govern, and persons governed by the identical governing person. In like manner the Parties shall protect confidential information or facts that form commercial secret of third person, that have been provided by such third party to some of the Contractual Parties by the courtesy thereof. The obligation to protect confidentiality shall last throughout the duration of the facts that form commercial secret, or duration of the interest to protect confidential information.
 6. This Contract can be altered or supplemented only in the form of written sub-contracts signed by both Parties' representatives in charge along with the fact that the way of changing or supplementing the Rules has been specified hereinafter in Clause II of the Contract, and in the Rules.
 7. Storage User who is also the client (§62, Power Act) has the right to rescind this Contract in case of not meeting contractual duties on the side of Storage Operator, or in case of not agreeing with the Storage Operator-proposed change of the terms and conditions which are not incited by the change of generally binding legal regulations, or by the ruling of relevant state administration body. In the event the Contract is rescinded due to a disapproval of the Storage Operator-proposed alteration of the terms and conditions, this right to rescind will terminate unless respective Storage User has not rescinded the Contract within 90 days after the day he/she learned of draft change to the terms and conditions or could have learned thereof.
 8. This Contract has been made in two copies, each having the force of original copy, by one for each Contractual Party.
 9. Assignment of rights and obligations arising from this Contract to a third party including their putting as a security either totally or partially, is possible only with prior written consent of the other Party.
 10. Parties to this Contract, following its reading, agree with its contents and are not aware of any obstacles, claims of third parties, or of any other legal defects that would prevent them from signing it or cause invalidity or nullity thereof, and declare they signed this Contract as free act and deed in witness whereof they sign their hand.

Annexes:

Annex No. 1: Injection curve & recovery curve

In, date In, date.....

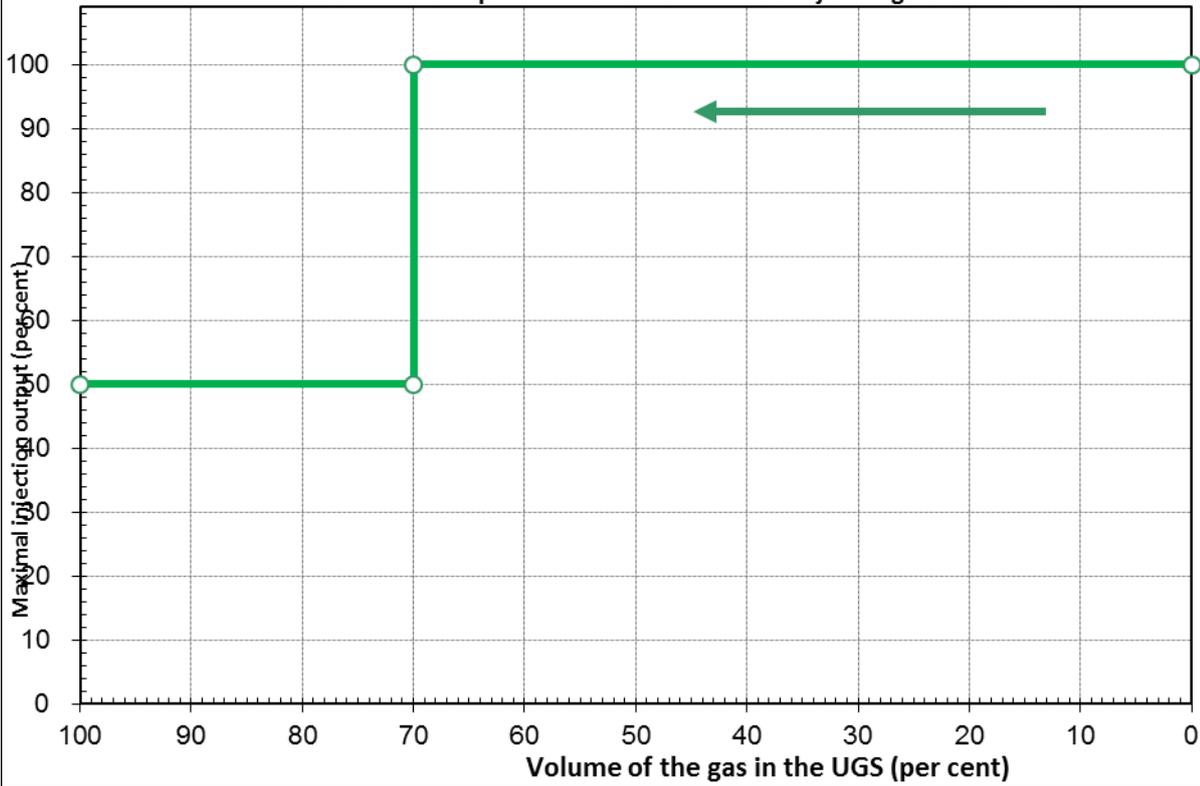
On behalf of Storage Operator:

On behalf of Storage User:

Injection curve

Annex No. 1 to the Storage

Available output based on the amount of injected gas in the UGS



Withdrawal curve

Annex No. 1 to the Storage Contract

Available output based on Storage User's account

