

## **Storage Specification**

Annex 2 to the General Terms and Conditions of  
Access to the Haidach  
Natural Gas Storage Facility Located in the Republic of Austria

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(hereinafter referred to as the "**Provider**")

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Date: 23.10.2020  
Version: 16

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## **1. Introduction**

- 1.1. This Storage Specification shall form an integral part of the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility (the "Storage Access Conditions") as amended from time to time. The definitions and terms set out in Article 1 of the Storage Access Conditions shall apply accordingly.
- 1.2. The Storage Specification specifies and defines the operational parameters applicable to the Storage Facility, in particular, the details and requirements for the provision of Storage Services in view of Bundled and/or Unbundled Products related to the Storage Facility by the Provider.
- 1.3. The Storage Facility is located on the territory of the Republic of Austria and is connected to the German Pipeline System via the Austrian Austria-Bavaria Gas Connection Pipeline (ABG). The Austria-Bavaria Gas Connection Pipeline shall be regarded as an integral part of the Storage Facility.
- 1.4. Upon conclusion of the Storage Service Agreement, the Storage Specification as amended shall form an integral part of the corresponding Storage Service Agreement.

## **2. Storage Services**

- 2.1 In view of concluding Storage Service Agreements, the Provider offers the Storage Services pursuant to the provisions of the Storage Access Conditions under terms and conditions of a transparent and non-discriminatory capacity allocation procedure to be published by the Provider at the Storage Portal.
- 2.2 The Customer shall be entitled to inject the Natural Gas and withdraw the Natural Gas at any time during the entire term of the Storage Service Agreement.
- 2.3 The Storage Services offered by the Provider shall be subject to the technical restrictions imposed by the operation of the Storage Facility and, in particular, subject to both the Injection and Withdrawal Parameters pursuant to the applicable provisions of this Storage Specification as amended.

2.4 The Provider provides the Customer with both graphic and tabular surveys on reserved or firmly booked as well as freely available Storage Capacities through his Storage Portal.

### **3. Bundled Products**

3.1 Bundled Products shall depict a storage segment in the form of a number of predefined Bundled Units pursuant to the provisions of the Storage Specification.

3.2 Each Bundled Unit shall always be composed of the following parameters in the following relation:

3.2.1. Working Gas Volume: 1000 m<sup>3</sup>

3.2.2. Injection Capacity: 0,43 m<sup>3</sup>/h

3.2.3. Withdrawal Capacity: 0,43 m<sup>3</sup>/h

3.3 The following individual types of Bundled Products may be booked:

3.3.1. Long GSAPack – means a Bundled Product with fixed Working Gas Volume, Injection Capacity and Withdrawal Capacity as defined above in Article 3.2 with Basic Storage Fee 50 €/Bundled Unit per year (subject to yearly indexation) with the fixed Storage Period of thirteen (13) Storage Years.

3.3.2. Mid GSAPack – means a Bundled Product with fixed Working Gas Volume, Injection Capacity and Withdrawal Capacity as defined above in Article 3.2 with the fixed Storage Period of five (5) Storage Years. The price for Mid GSAPack shall be determined by the results of the Auction during public Capacity Allocation Procedure.

3.3.3. Short GSAPack – means a Bundled Product with fixed Working Gas Volume, Injection Capacity and Withdrawal Capacity as defined above in Article 3.2 with the fixed Storage Period of maximum one (1) Storage Year. The price for Short GSAPack shall be determined by the results of the Auction during public Capacity Allocation Procedure.

3.4 The Provider offers a maximum of 1550000 of Bundled Units. The minimum of 30000 of Bundled Units for Long GSAPack and the minimum of 5000 of Bundled Units for each of Mid GSAPack and Short GSAPack can be booked unless only a lower quantity is available.

- 3.5 The availability of Bundled Products shall be subject to the limitations of the applicable Injection and Withdrawal Parameters according to Article 8 hereunder. Irrespective of this, the Provider shall be entitled to limit the number of the Bundled Products and/or Bundled Units depending on the requests made for the remaining types of Bundled Products and/or for the number of remaining Bundled Units.

For the purpose of the provision of the Storage Services the Provider is entitled to change the parameters of the Storage Products including maximum quantity of the offered Bundled Units taking into account the total available capacity of the UGS. The parameters defined in the relevant General Terms and Conditions for the public Capacity Allocation Procedure shall prevail.

#### **4. Unbundled Products**

- 4.1 The Unbundled Products can be booked as GSAPack Add option as defined in Article 4.2. only in addition to Bundled Products and with the fixed Storage Period of one (1) Storage Year.

- 4.2 GSAPack Add – shall always be composed of a number of the Unbundled Units with the following parameters each:

- GSAPack Add -Working gas volume Unit: 1000 m<sup>3</sup>
- GSAPack Add - Injection rate Unit: 0,43 m<sup>3</sup>/h
- GSAPack Add - Withdrawal rate Unit: 0,43 m<sup>3</sup>/h

The price for all types of GSAPack Add products shall be determined by the results of the Auction during public Capacity Allocation Procedure.

- 4.3 The Provider shall be entitled to offer a maximum of 343333 of Working gas volume Unbundled Units. The minimum of 5000 of Working gas volume Unbundled Units can be booked unless only a lower quantity is available.

- 4.4 The Provider offers a maximum of 39144 of Injection rate Unbundled Units and a maximum of 248444 of Withdrawal rate Unbundled Units.

- 4.5 The availability of Unbundled Products shall be subject to the limitations of the applicable Injection and Withdrawal Parameters according to Article 8 hereunder. Irrespective of this, the Provider shall be entitled to limit the number of the Unbundled Products and/or Unbundled Units depending on

the requests made for the remaining types of Unbundled Products and/or for the number of remaining Unbundled Units.

For the purpose of the provision of the Storage Services the Provider is entitled to change the parameters of the Storage Products including maximum quantity of the offered Unbundled Units taking into account the total available capacity of the UGS. The new parameters defined in the relevant General Terms and Conditions for the public Capacity Allocation Procedure shall prevail.

## **5. Storage Fee**

- 5.1 By entering into the Storage Service Agreement, the Customer agrees to pay the stipulated Storage Fee to the Provider pursuant to the provisions of this Storage Specification.
- 5.2 The fixed Storage Fee for one Bundled Product described in Articles 3.3.1-3.3.3 hereof.
- 5.3 The fixed Storage Fee for each one of the Unbundled Units offered within GSAPack Add Unbundled Product shall be determined by the results of the Auction during public Capacity Allocation Procedure as described in Article 4.2. hereof.
- 5.4 Subject to Article 25 of the Storage Access Conditions, to determine the total payment under the Storage Service Agreement the number of contracted Bundled and Unbundled Units shall be multiplied by the Storage Fee according to Sections 5.2. and 5.3. hereof.

## **6. Fee for Exceeding Storage Capacities**

- 6.1 The Customer shall be entitled to utilize both the Injection and Withdrawal Capacities pursuant to the provisions of the Storage Service Agreement concluded with the Provider. Should the Customer utilize Injection and/or Withdrawal Capacities exceeding the capacities contracted in the Storage Service Agreement and Framework Agreement (if any), the Customer must pay to the Provider a Fee for Exceeding Storage Capacities amounting to twice the Storage Fee defined in Article 5 hereof.
- 6.2 In case the Customer has concluded a number of Storage Service Agreements with the Provider the calculation of the Fee for Exceeding Storage Capacities shall be based on the the total hourly Injection Capacity

or total Withdrawal Capacity contracted by the Customer under all the Storage Service Agreements and Framework Agreement (if any) for the Hour concerned. The amount of the Fee for Exceeding Storage Capacities determined in accordance with the above shall be allocated on every Storage Service Agreement and Framework Agreement (if any) pro rata on the basis of the Injection/Withdrawal Capacity contracted thereunder and shall be invoiced accordingly.

- 6.3 The Customer shall administer the Working Gas Volume contracted in such a way that it neither falls below nor exceeds the conditions stipulated in the Storage Service Agreement and Framework Agreement (if any). Should any action on the part of the Customer cause the contracted Working Gas Volume of the Customer to fall below zero (0), in particular in the event that the Natural Gas nominated by the Customer for withdrawal exceeds the quantity of Natural Gas injected by the Customer, or should the Customer exceed the contracted Working Gas Volume, in particular by exceeding the Injection Capacity the Customer shall balance the Storage Level as soon as possible and the Contractual Counter-Parties shall mutually agree upon any compensations and measures to be taken. The Provider shall be entitled to claim compensation of all costs and damages.
- 6.4 There shall be no Ownership Transfer of any exceeding Natural Gas quantities mentioned in Article 6.2. above. The rights and obligations related to the delivery and the invoicing of the exceeding Natural Gas Storage capacities shall be settled between the Parties in form of money payment.

## **7. Storage Fee Adjustment**

- 7.1 The Storage Fee defined in accordance with the stipulations of Article 5 hereof in relation to the contracted Bundled Products Long GSAPack and/or Mid GSAPack shall be adjusted in accordance with the following formula on the first Day of each Storage Year:

$$E = K \cdot \left( 0,6 + 0,2 \cdot \frac{I}{I_0} + 0,2 \cdot \frac{L}{L_0} \right)$$

E = Storage Fee in EUR/a

K = The basic Storage Fee defined in Article 3.3.1 and 3.3.2 with respect to correspondent Bundled Product applicable upon conclusion of the Storage Service Agreement or as adjusted hereafter pursuant to Article 7 hereof in EUR/a

I = Producer price index for material goods on the ÖNACE domestic market ("Erzeugerpreisindex nach Wirtschaftsbranchen (Inlandsmarkt)", in the aggregate (B to E) ("Insgesamt (B-E)"), published by Statistics Austria (Statistik Austria). In case of changing the index basis the corresponding recalculation factor shall be used.

$I_0$  = Base value for I (value for the year 2013 amounting to = 104,7)

L = Arithmetic average of the monthly wages and salaries paid to all employee groups pursuant to Article 10 of the Collective Agreement applicable to all employees of the Austrian petroleum industry ("Kollektivvertrag für die ArbeitnehmerInnen in der Mineralölindustrie Österreichs") for the calendar year preceding to the date of the new tariff calculation, rounded to four decimal places after the time point.

$L_0$  = Base value for L (value as of 01.02.2013 amounting to EUR 3341,7382)

7.2 Should the aforementioned index or the negotiated monthly remuneration be replaced, substantially modified, no longer published or otherwise abolished, the Provider, subject to the Customer's consent, which may not be unreasonably withheld by the latter, shall fix other reference values which come closest to the economic purpose of the Storage Fee adjustment provisions specified herein with effect from the date of such modification.

## **8. Technical and Time Restrictions**

8.1 The Storage Services offered by the Provider pursuant to Article 2 hereof shall be subject to the technical restrictions imposed by the operation of the Storage Facility in accordance with both the provisions of the following Articles 8.2 and 8.3 hereof and any other technical and time restrictions in accordance with any information made available to the Customer by the Provider on the Storage Portal or otherwise.

8.2 In order to ensure the operation of the Natural Gas Storage Facility, the Provider requires minimum throughput Natural Gas quantities. These minimum throughput Natural Gas quantities are required for both injection and withdrawal and must be delivered by the Customer in compliance with the provisions of the Storage Access Conditions. The following minimum throughput natural gas quantities shall be required:

8.2.1. Injection: 15000 m<sup>3</sup>/hour



8.2.2. Withdrawal: 15000 m<sup>3</sup>/hour

8.3 The following changeover and start-up times shall be required for the operation of the Storage Facility by the Provider:

8.3.1. Start-up time for Injection: up to 3,0 hours

8.3.2. Start-up time for Withdrawal: up to 3,0 hours

8.3.3. Changeover time for Injection/Withdrawal:  
-normally up to 3,0 hours  
-in exceptional cases for technical reasons up to 5,0 hours

8.4 The Provider allows the Customer to submit a Re-nomination request which is required to be submitted 7 hour ahead of the envisaged change. The Provider, however, reserves the right to reject the Re-nomination request in exceptional cases for technical reasons.

## **9. Injection and Withdrawal Parameters**

9.1 All Storage Services offered by the Provider with regard to the Storage Facility are limited by the Injection and Withdrawal Parameters applicable to the Storage Facility.

9.2 The following Injection and Withdrawal Parameters applicable to the Storage Facility shall apply to all Bundled and Unbundled Products provided by the Provider.

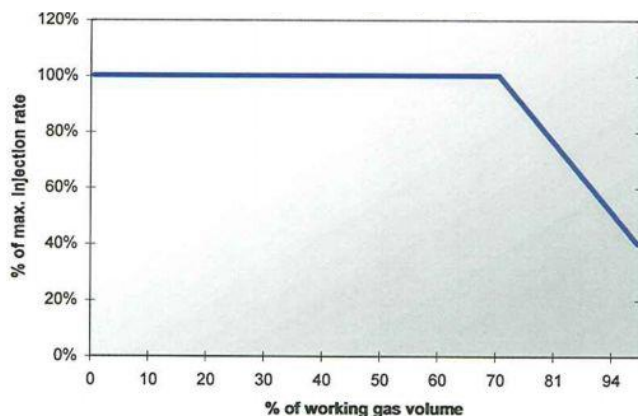
9.3 The Provider shall be entitled to reduce the Injection Capacities in accordance with the Injection Parameters in the event that the Working Gas Volume injected reaches a percentage of 70%.

9.4 The Provider shall be entitled to reduce the Withdrawal Capacities in accordance with the Withdrawal Parameters in the event that the Working Gas Volume withdrawn reaches a percentage of 30%.

9.5 The Provider agrees to publish any technical information that may have an adverse effect on both the Injection and Withdrawal Parameters. Currently the following Injection and Withdrawal Parameters shall apply to the Storage Facility:

9.5.1 Injection Parameters

### Injection rate UGS Haidach (Full storage capacity)

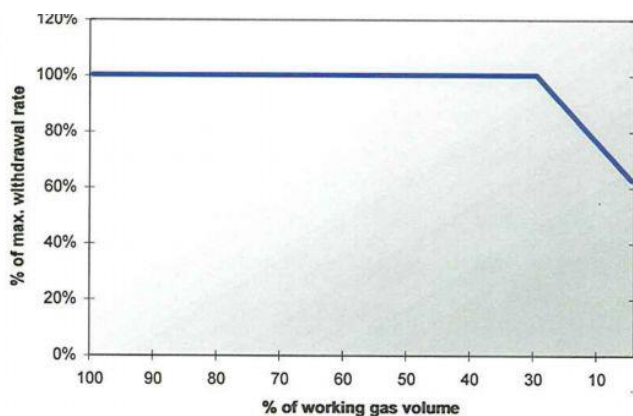


The available Injection Rate of the Storage Customer (IR) in case a Customer's Storage Level of Working Gas Volume (WGV) exceeds 70% shall be calculated as follows:

$$IR [\%] = WGV [\%] \times (-2) + 240$$

#### 9.5.2 Withdrawal Parameters

### Withdrawal rate UGS Haidach (Full storage capacity)



The available Withdrawal Rate of the Storage Customer (WR) in case a Customer's Storage Level of Working Gas Volume (WGV) falls below 30% shall be calculated as follows:

$$WR [\%] = WGV [\%] \times 1.3333 + 60$$

## 10. Delivery Points

10.1 The Customer delivers to the Provider the Natural Gas quantities to be injected at the Injection Point of the Storage Facility. The Delivery Point corresponds to the connection point USP Haidach (*bayernets/Storage*

System Operator) EIC Code 21Z000000000125Z and/ or entry/exit “Speicher Haiming 3-Haidach (OGE/Storage System Operator) EIC Code 37Z0000000007357L if not agreed otherwise between the Parties in accordance with Article 17.1 of the Storage Access Conditions.

10.2 The Provider delivers to the Customer the Natural Gas quantities to be withdrawn at the Withdrawal Point of the Storage Facility. The Delivery Point corresponds to the to the connection point USP Haidach (*bayernets/Storage System Operator*): EIC Code: 21Z000000000125Z and/ or entry/exit “Speicher Haiming 3-Haidach (OGE/Storage System Operator) EIC Code 37Z0000000007357L if not agreed otherwise between the Parties in accordance with Article 17.1 of the Storage Access Conditions.

10.3 The Allocation Procedure with regard to the Haidach Natural Gas Storage Facility shall be deemed allocated as nominated.

## **11. Natural Gas Quality – Specification Quality**

11.1 The gas quality must correspond to the specifications of the DVGW G 260; 2nd gas family except of carbon dioxide and water vapour, which shall meet the following requirements:  $\text{CO}_2 \leq 2$  mole%, maximum water dew point of  $-8^\circ\text{C}$  at a pressure of 70 bar (g).