

**Operating Agreement**

Annex 1 to the General Terms and Conditions of Access  
to the Haidach Natural Gas Storage Facility

GSA LLC

9, Strastnoy boulevard,

127006 Moscow, Russian Federation

(hereinafter referred to as the "Provider")

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Date: 01/11/2014

Version: 1.0

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## **1. General terms**

- 1.1. This Operating Agreement 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. This Operating Agreement shall stipulate the terms and conditions of cooperation between the Provider and the Customer in executing the Storage Service Agreement.
- 1.2. Any deviations or variations to the proceedings of this Operating Agreement shall only be effective upon the express written consent of the Provider.
- 1.3. The Provider shall warrant full 24-hour availability on each Storage Day. The Provider shall be available via one particular phone number and, as far as possible, via a second communication path. In addition, the Provider shall be able at any time to receive, submit and process any data required for the execution of the Storage Service Agreement.
- 1.4. The Provider shall notify the Customer of its Shipper Code separately.

## **2. Cooperation**

- 2.1. The Provider and the Customer shall notify each other of any obstacles impeding the execution of the Storage Service Agreement without undue delay.
- 2.2. Should the Customer and/or the Provider temporarily not be able to use the communication paths installed due to technical problems, the Contractual Counter-Parties shall install and use alternative communication paths. Both the Customer and/or the Provider shall immediately take any reasonable measures required to restore availability of the originally agreed communication paths.
- 2.3. In order to enable the exchange of information to be established, the Customer shall notify the Provider in writing of the required addresses, the phone numbers and email addresses at least five (5) Working Days

prior to the First Utilization Day of the Storage Service Agreement by sending of completed Proof of Authorization. The Customer shall immediately notify the Provider of any amendments to the Proof of Authorization. The Proof of Authorization of the Customer shall in an appropriate manner prove the power of representation of the corresponding acting persons.

- 2.4. The Proof of Authorization of the Customer shall form an integral part of the Storage Service Agreement.
- 2.5. The contact details of the Provider for dispatching purposes are:

24/7 Operations:

tel. +49 561 301 2105

e-mail: [operations@astora.de](mailto:operations@astora.de)

### **3. Communication Test**

- 3.1. Upon Conclusion of the Storage Service Agreement, however prior to the Commencement Day of the Storage Service Agreement at the latest, the Provider shall be entitled to conduct a Communication Test. By conducting this Communication Test, the Provider verifies whether its communication requirements have been fulfilled and whether the Customer is able to provide the Provider with information and notifications regarding the execution of the Storage Service Agreement and to receive such information and notifications from the Provider and process them accordingly.
- 3.2. The Provider shall be entitled to repeat the Communication Test at any time during the term of Storage Service Agreement in the event of any reasonable doubt about whether the Customer continues to be qualified to fulfill the requirements pursuant to Clause 3.1 hereof.
- 3.3. Should the Customer fail to pass the Communication Test pursuant to the provisions of Clauses 3.1 and 3.2 hereof, the Customer shall take immediate remedial action to fulfill the communication requirements without undue delay. Should the Customer still be unable to fulfill the

communication requirements within ten (10) Working Days after failing to pass the Communication Test, the Provider shall be entitled to reset any Nomination submitted by the Customer until it has demonstrated compliance with the communication requirements.

- 3.4. Should the Customer even upon expiry of the period pursuant to the provisions of Clause 3.3 fail to fulfill the communication requirements, the Provider shall be entitled to terminate the Storage Service Agreement with immediate effect.

#### **4. Communication Paths and Formats**

- 4.1. The Provider offers to the Customer the following communication paths:
  - AS2 (Priority 1)
  - SMTP (Priority 2)
- 4.2. The Provider offers to the Customer the following communication format:
  - EDIGAS (priority 1)
  - Web (XML) (priority 2)
- 4.3. The Contractual Counter-Parties acknowledge that the aforementioned communication paths and formats are subject to preliminary customization. Such customization of the communication paths and formats shall be finished ten (10) Working Days prior to the First Utilization Day of the Storage Service Agreement at the latest.

#### **5. Switching from CET to CEST and Vice Versa**

- 5.1. Regarding the switch from CET to CEST (usually at the end of March in each Calendar Year), the Provider shall be entitled to apply special conditions to the Nomination submitted on the Storage Day on which the switch from CET to CEST takes place. On this Storage Day, the Customer shall nominate twenty-three (23) consecutive hourly quantities for the Delivery Point.

- 5.2. Regarding the switch from CEST to CET (usually at the end of October in each Calendar Year), the Provider shall be entitled to apply special conditions to the Nomination submitted on the Storage Day on which the switch from CEST to CET takes place. On this Storage Day the Customer shall nominate twenty-five (25) consecutive hourly quantities for the Delivery Point.
- 5.3. In respect of the Nomination to be submitted for a longer period of time, the Customer shall take due account of the special conditions pursuant to the provisions of Clauses 5.1 and 5.2 hereof.

## **6. Nomination Procedure**

- 6.1. The Customer shall provide to the Provider a preliminary storage program for the respective following Storage Year ten (10) Working Days prior to the Commencement Day of the Storage Service Agreement at the latest. Such storage program shall contain non-binding details about the envisaged monthly injection and withdrawal quantities.
- 6.2. The Customer shall nominate to the Provider the quantities of Injection Gas and Withdrawal Gas pursuant to the provisions of Clause 15 of the Storage Access Conditions.
- 6.3. The Nomination shall be sent in the format specified by the Provider in accordance with the Clause 4 hereof and in accordance with the contractually agreed Storage Capacities.
- 6.4. Weekly and daily Nomination can be submitted via the communication paths in the form prescribed by the Provider pursuant to Clause 4 hereof; monthly Nomination may be submitted preferably in EDIGAS format, according to Article 4 above otherwise the Nomination shall be deemed not submitted to the Provider.
- 6.5. Subject to Article 6.12 hereof, the Provider has the right to reject the Nomination of the Customer at any time in case the Customer is in breach

of the Storage Service Agreement or the Storage Access Conditions and its annexes.

- 6.6. The Nomination shall be submitted in kilowatt-hour per hour (kWh/h), without indicating any decimal places. The reference gross calorific value for recalculation of Storage Capacities for nomination purposes is 11,1. The following Nomination Procedures shall be applicable:

6.6.1 Monthly Nomination

The Customer may nominate to the Provider daily quantities of the Injection Gas or the Withdrawal Gas at the Delivery Point. Said Nomination shall be sent prior to the fifteenth (18th) Day of each Calendar Month for each Storage Day of the following Month. Subject to Articles 5.1 and 5.2 hereof, the hourly quantities of a day shall correspond to 1/24 of the daily quantity.

6.6.2 Weekly Nomination

The Customer may nominate to the Provider hourly quantities of the Injection Gas or the Withdrawal Gas at the Delivery Point. Said Nomination shall be sent prior to 12:00 hours on a Thursday of each Week at the latest for each Storage Day of the following Week. Subject to Articles 5.1 and 5.2 hereof, the hourly quantities correspond to 1/24 of the daily storage quantity and shall be deemed nominated on an hourly basis.

6.6.3 Daily Nomination

The Customer should nominate to the Provider hourly quantities of the Injection Gas or the Withdrawal Gas at the Delivery Point. Said Nomination shall be sent prior to 14:00 hours of each Day for the following Storage Day with indication of the hourly quantities which. Subject to Articles 5.1 and 5.2 hereof shall correspond to 1/24 of the daily storage quantity.

- 6.7. If the Customer has not submitted a Nomination for the following Storage Day to the Provider in accordance with Article 6.6.3 hereof, the quantities nominated on a weekly basis shall be applicable for said Storage Day. If a corresponding weekly Nomination has not been submitted in accordance with Article 6.6.2 hereof, the quantities nominated on a monthly basis

shall be applicable for the corresponding period. If a corresponding monthly Nomination has not been submitted, the nominated quantity for the corresponding period shall be deemed to be zero (0).

6.8. During the current Storage Day, the Customer shall be entitled to revise its nominated hourly quantities of Natural Gas by means of sending a Renomination. Pursuant to the period agreed in the Storage Specification applicable to the Storage Facility, Renomination shall become effective in five (6) Hours upon expiry of the current Hour in which the Renomination request was confirmed by the Provider. The quantities nominated on a daily basis shall serve as a basis for Renomination. Renomination requests relating to any period shorter than the aforementioned period, the current Hour or periods in the past shall not be admissible.

6.9. Nominations received by the Provider at a Delivery Point (network interconnection point) shall for each and any Hour be matched with the Nominations received by the Neighbouring Network Operator. If there are inconsistencies between the Nominations received by the Provider and the Nominations received by the Neighbouring Network Operator for a Delivery Point then the lower of the two corresponding Nominations shall be confirmed in the transport network and in the Storage Facility (the lesser-of-rule).

6.10. Confirmation of a Nomination.

Except for daily Nominations, the Provider, each Day by 18:00 hours, shall provide the Customer with a notice of confirmation regarding the Nomination submitted for the following Storage Day. Should the Customer not have received the Provider's notice of confirmation by the aforementioned time, the Customer shall immediately contact the Provider by telephone notifying the latter of the situation that has occurred. The Provider will subsequently send the notice of confirmation without undue delay.

6.11. Confirmation of a Renomination.

Except for daily Nominations the Provider, within six (6) Hours following the next full Hour of receipt of the Renomination, shall provide the



Customer with a notice of confirmation regarding the Renomination submitted. Should the Customer not have received the Provider's notice of confirmation by the aforementioned time, the Customer shall immediately contact the Provider by telephone.

6.12. Rejection of a Renomination or Nomination.

Subject to Article 6.5 hereof, the Provider shall be entitled to reject any of the Customer's Nomination or Renomination either completely or in part, particularly in the event of both Force Majeure pursuant to the provisions of Clause 28 of the Storage Access Conditions and non-compliance with operational and technical limitations pursuant to the provisions of Clause 22 of the Storage Access Conditions or during maintenance periods pursuant to the provisions of Clause 23 of the Storage Access Conditions. Should a Nomination or Renomination be rejected completely, the preceding valid Nomination shall be deemed accepted, otherwise Nomination or Renomination shall be reset to zero (0). Should a Nomination or Renomination be rejected in part, the Provider shall send a notice of confirmation on the receipt of only part of the Nomination. In addition, the Provider shall be entitled to reject any Nomination or Renomination submitted in violation of the provisions of the Storage Access Conditions.

**7. Allocation Procedure**

7.1. Allocation of Natural Gas shall become necessary in the event that Natural Gas of several Customers has been either injected or withdrawn (as the case may be) at the Delivery Point.

7.2. The Allocation of the Customer's quantities of Natural Gas after injection or withdrawal (as the case may be) shall for each and every Hour be based on the Allocation Procedure which has been agreed upon between the Neighbouring Network Operator and the Provider for the Delivery Point. Such Allocation Procedure will for each and every Hour take into account the quantities of Natural Gas measured at the Delivery Point and the quantities of Natural Gas matched in accordance with the Operating Agreement hereunder.

- 7.3. The Allocation of the Customer's Natural Gas shall for each and every Hour form the mutually agreed basis for all operational and billing purposes.
- 7.4. The Allocation Procedure to be applied is stipulated in the Storage Specification.