Supplementary Terms & Conditions

of Lubmin-Brandov Gastransport GmbH

(hereinafter referred to as "STC")

Valid for services starting from January 1st, 2020

WHEREAS Lubmin-Brandov Gastransport GmbH ("LBTG") operates a 20% co-ownership share in the Baltic Sea Pipeline Link ("OPAL") from Lubmin near Greifswald to Brandov on the German-Czech border. OPAL is directly connected with the transmission system of GAS-CADE Gastransport GmbH near Gross Koeris to the south of Berlin and indirectly, via said transmission system, with the transmission system of ONTRAS Gastransport GmbH. The two transmission system operators are trans-regional transmission system operators of the GASPOOL market area.

WHEREAS subject to the decision of the Federal Network Agency (BK7-08-010) gas transportation from the entry point at Lubmin to the exit point at Brandov is exempt from Secs. 20 to 25 of the German Energy Industry Act (EnWG) and not covered by the Entry/Exit General or Supplementary Terms and Conditions of LBTG. Said General and Supplementary Terms and Conditions only apply to the points expressly mentioned and priced in the price sheet of LBTG. The German Incentive Regulation Ordinance (ARegV) does apply to LBTG since 2018.

§ 1 Registration and approval as shipper at the Capacity Platform PRISMA

1. Pursuant to Section 1 para. 1 of LBTG's General Terms and Conditions ("GTC"), the shipper is obligated to apply for registration on the Capacity Platform PRISMA and to be approved by LBTG.

2. In the course of the approval procedure the shipper is obligated to provide LBTG with all required documents. The shipper will receive a list of these documents after the registration on the Capacity Platform PRISMA.

§ 2 Capacity products

1. The provisions on capacity bundling will not apply unless expressly offered by LBTG for a point.

2. Where LBTG offers capacities subject to restrictions of use and such capacities are booked by a shipper, such capacities can only be used by the shipper in accordance with the restrictions of use specified. Where capacities booked cannot be used because of restrictions of use specified, the shipper shall not be entitled to make any claims against LBTG on the grounds of non-usability.

3. Capacities offered by LBTG can only be included in group H-gas balancing groups of the GASPOOL market area. Requests for the creation or change of a (sub-)balancing group or shipper code shall be submitted to LBTG no later than five working days prior to the intended effective date.

§ 3 Transfer of capacity contracts

Shippers shall not be entitled to transfer entry and exit contracts unless 18 working days' notice has been given. Where a capacity contract is to be transferred, LBTG will make a transfer form available on request which shall be filled in by the shippers involved to provide the information required for any such transfer.

§ 4 Allocation of quantities

Where a provision is valid for a booked point providing for balancing of differences between the gas quantities nominated and the gas quantities measured for the respective point, LBTG will allocate the quantities nominated by the shipper to the corresponding balancing group or sub-balancing accounts subject to the provision valid for the respective point (allocated as nominated). In all other cases LBTG will split the gas quantity measured at a point pro rata on an hourly basis in accordance with the nominations received (pro rata allocation) and allocate the respective quantities to the corresponding balancing group or sub-balancing account. Where it has applied the pro rata allocation procedure, LBTG will immediately inform shippers affected accordingly.

§ 5 Fees

1. Subject to Sec. 25 and 27 GTC the shipper shall pay to LBTG the fees, duties and similar applicable.

2. Where he overruns the capacity he has booked at a point, the shipper shall pay a penalty corresponding to the lower of the two amounts determined as described hereinbelow:

    - Four times the applicable fee on a daily basis referred to the total of the maximum hourly capacity overruns on the respective gas days within a month.

    - Twice the amount of the applicable fee on a monthly basis referred to the highest hourly capacity overrun on a gas day in the respective month.

3. The provisions contained in Sec. 25 GTC.apply to an adjustment of fees because of a deviating approval of fees by the Federal Network Agency

§ 6 Invoicing and terms of payment

1. By the fifth working day of a month LBTG will make out an invoice to the shipper for the fees payable for the capacity booked in the preceding month.

2. Moreover, LBTG will invoice a penalty payable by the shipper for a capacity overrun in the preceding month, if possible together with the capacity fees invoiced pursuant to Para. 1 of this Sec. 5. In all other cases, any such penalty will be invoiced separately.

3. Each invoice shall be due for payment no later than the last working day of the month in which the relevant invoice was forwarded, but not earlier than 20 calendar days from

the date on which the relevant invoice was received. If such date is not a working day, the relevant invoice shall be due for payment on the next following working day.

4. Payments shall not be deemed to have been made in good time until the relevant amounts have been credited irrevocably and without any restrictions to the account mentioned in the relevant invoice within the payment period mentioned therein.

5. Where payments have not been made on time, LBTG shall be entitled to charge default interest at eight percentage points above the base rate (Sec. 247 BGB) as published by Deutsche Bundesbank on the first working day of the month in which the invoice has been made out. This shall not affect any other claims LBTG may have against the shipper.

6. The calculations required for determining the specific fees and/or prices payable by the shipper will be made without rounding up or down. Such specific fees and/or prices will then be rounded commercially to two digits after the decimal point.