

Article 9a Filling Requirements

1. The Customer shall reach or exceed the following filling levels (Mandatory Filling Levels), lit. b) to d) provided in the Energy Industry Act ("*Energiewirtschaftsgesetz*", EnWG), in per cent of its Reserved Working Gas Volume by the following dates in each Storage Year:
 - a) on 1 August 60 per cent
 - b) on 1 October 80 per cent
 - c) on 1 November 90 per cent
 - d) on 1 February 40 per cent

To the extent a regulation pursuant to § 35b par. 3 of the EnWG applies, the Storage Operator may set different due dates and filling levels as provided by that regulation.

2. The Customer shall nominate gas quantities pursuant to Article 10 below as far as necessary for complying with par. 1 above. The Customer takes into account that injection is technically limited as described in Annex No. 1 and that the Storage Operator has no obligation to confer injection rates in addition to those reserved for the Customer in the Contract.
3. The Storage Operator may reject renominations of gas which result in a reduction of the Working Gas Volume such as to jeopardize reaching the Mandatory Filling Levels.
4. If nominations for injection and/or quantities injected or retained fail to reach the quantities necessary for reaching the Mandatory Filling Levels and it becomes apparent that the shortfall may no longer be caught up because of technical reasons, in particular as described in Annex No. 1, the Storage Operator may deprive the Customer of the Reserved Capacity wholly or in part by way of declaration in text form for the remainder of the Storage Year and provide such capacity to the company or person responsible for the market area ("*Marktgebietsverantwortliche*", MGV). The part of the Reserved Capacity to be transferred to MGV shall be determined according to the relation between the quantity nominated by the Customer for the respective Gas Day and the quantity by which the Reserved Working Gas Volume would have to be filled such as to reach the relevant Mandatory Filling Level.
5. The Storage Operator shall be entitled in a case of paragraph 4 to deprive the Customer of Injection and Withdrawal capacity for the relevant Gas Day to the extent this is necessary to allow the MGV to safely fill the Storage Capacity and reach the Mandatory Filling Level. The Customer shall be deprived of and the MGV shall be provided Withdrawal capacity in proportion to the Working Gas Volume provided under par. 4 for the Gas Day on which it intends to withdraw gas and has declared so to the Storage Operator.
6. The Customer shall remain obliged to pay the Storage Price for the Reserved Working Gas

Volume. The obligation to pay the Variable Fee shall not be affected. To the extent the Customer fails to reach Mandatory Filling Levels and/or nominations and injections required for reaching the Mandatory Filling Levels for reasons for which the Storage Operator is responsible ("*vertreten muss*"), the Storage Operator shall indemnify the Customer as provided in Art. 18 below.

7. Subject to amendments to § 35g EnWG, Art. 9a and 9b shall cease to apply on 1 April 2025.

Article 9b

Withdrawal of Gas after Termination

1. The Parties are aware that the maximum withdrawal rate will not allow withdrawing the gas of the Customer in the Storage Facility of 40% of the Reserved Working Gas Volume from 1 February through 1 April of a given year. To the extent a Customer cannot, for this reason, withdraw gas after termination of its Storage Contract, such Contract shall be deemed to continue as long as the Customer still has gas in the Storage facility. The Customer shall withdraw remaining gas as quickly as possible; it shall not be entitled to inject new gas. During the first 30 calendar days of such extension, the Customer is not obliged to pay the Storage Price. After such period, the Storage Operator may procure the sale of unrecovered gas from the Storage Facility on behalf and for the account of the Customer.
2. The Storage Operator will use reasonable endeavours to assist the Customer in swapping gas with or selling it to a subsequent or different customer.