

Balancing Group Contract

XXXXXXXXXX

between

Gasunie Deutschland Transport Services GmbH, Hanover

- hereinafter referred to as "balancing group network operator" -

represented by Gasunie Deutschland Services GmbH

and

Company Name, Place

- hereinafter referred to as "balancing group manager" -

- hereinafter balancing group network operator and balancing group manager commonly referred to as "parties".

Section 1
Scope of the Contract and Obligations of the Parties

1. The scope of this contract shall be the operational handling of the transmission, the settlement and invoicing of imbalances between the gas fed-in and offtaken which is allocated to the balancing group and the transfer of gas quantities between balancing groups via a virtual entry and exit point.
2. Balancing group network operator and balancing group manager are obligated to conduct the gas transmission within the entry capacities and/or exit capacities and/or Maximum Offtake included into this balancing group pursuant to the "General Terms and Conditions Transport for the Market Area H [L] –Gas Northern Germany of Gasunie Deutschland Transport Services GmbH", composed of GT&Cs Grid Access, GT&Cs Market Area and GT&Cs Additional Services and dated July 1, 2008 (hereinafter commonly referred to as "GT&Cs").

Section 2
Part of the Contract

The provisions set out in the GT&Cs and the Tariff List published on the website of the balancing group network operator under www.gasunie.de and dated 01.10.2007 and all Annexes of this contract shall be an integral part of this contract.

Section 3
Inclusion of Capacity and Maximum Offtake

1. The capacities and/or Maximum Offtake included into the balancing group are listed in Annex 1 (most current available under <https://bkm-portal.gasunie.de>). Balancing group network operator shall notify the balancing group manager pursuant to Section 21 paragraph 4 of the GT&Cs Grid Access about the entry capacities and/or exit capacities and/or Maximum Offtake which are announced to be included into the balancing group. If the balancing group manager accepts this information within two (2) working days after receipt of the announcement the announced entry capacities and/or exit capacities and/or Maximum Offtake are included into the balancing group and the previous Annex 1 shall be replaced by a new Annex 1. The acceptance deemed to be given if the balancing group manager does not contradict the information towards the balancing group network operator within the term pursuant to sentence 3. If the balancing group manager accepts the information, if applicable after a corrected notification of the exit network operator, within the term beginning with the receipt of the primary information pursuant to sentence 3 only partially and contradicts for the rest only the accepted entry capacities and/or exit capacities and/or Maximum Offtake are included into the balancing group.
2. The information registered in Annex 1 shall be made available online on the website of the balancing group network operator under <https://bkm-portal.gasunie.de>. The exchange of information in accordance with paragraph 1 may be served on requirement of the balancing group network operator in text form.

Section 4
Subbalancing Accounts

The capacities and/or Maximum Offtake registered in Annex 1 shall be flagged additionally with the subbalancing account number provided that the balancing group manager had announced to the balancing group network operator the establishment of subbalancing accounts for said capacities and/or Maximum Offtake pursuant to Section 18 of the GT&Cs Grid Access.

Section 5 Basic Balancing Service

1. For the basic balancing service in accordance with Section 24 paragraph 2 to 8 of the GT&Cs Grid Access the following tolerance limits shall apply:
 - a) a maximum hourly tolerance of +/- 10 (ten) Percent of the applicable hourly capacity
 - b) a maximum cumulative tolerance of +/- 1 (one) hourly quantity of the applicable hourly capacity.
2. The applicable hourly capacity shall be determined in accordance with Section 24 paragraph 5 of the GT&Cs Grid Access. The BBA-quotient of market area entry and exit capacity capable of consideration in accordance with Section 24 paragraph 5 of the GT&Cs Grid Access shall be published for the respective gas year under www.gasunie.de.
3. The aforementioned tolerance limits may be increase due to the pro-rata allocated line pack in accordance with Section 33 of the GT&Cs Grid Access. The line pack which is available for this balancing group shall be published under <https://bkm-portal.gasunie.de>.
4. The basic balancing service does not entitle to exceed the entry capacities and/or exit capacities and/or Maximum Offtake included into the balancing group.

Section 6 Usage of a Virtual Entry Point and a Virtual Exit Point

The balancing group manager shall pay the transfer fee for the transfer of gas quantities via virtual entry point or virtual exit point in accordance with Section IX. of the Tariff List.

Section 7 Extended Balancing Service

If the Parties agree on an extended balancing service the rules relating to the extent of the extended balancing service, to its duration as well as to the fee to be paid by the balancing group manager shall be set out in Annex 2.

Section 8 Transmission of the allocated Quantities

The balancing group network operator shall provide to the balancing group manager in accordance with Section 23 paragraph 5 and 6 of the GT&Cs Grid Access the quantities which are determined and allocated to the balancing group and/or the subbalancing account of the balancing group manager by the exit network operator and which are subdivided into parts in accordance with Section 23 paragraph 2, 3 and 4 of the GT&Cs Grid Access. A further subdivision shall not occur.

Section 9 Settlement of Imbalances

The balancing group manager shall pay all considerations for imbalances in accordance with Section 2 of GT&Cs Market Area and in connection with Section XI. of the Tariff List which were determined within the settlement of imbalances of this balancing group.

Section 10 Checking of Creditworthiness and Surety

Section 45 of the GT&Cs Grid Access shall apply to the balancing group manager accordingly. If the balancing group manager accordingly has to provide a surety, the balancing group net-

work operator shall inform the balancing group manager separately about the amount of the surety to be provided. In the case of any material amendment of this contract, particularly of the Annexes, the balancing group network operator is entitled to demand a new execution of checking the creditworthiness.

Section 11 General

1. Force Majeure in accordance with Section 48 of the GT&Cs Grid Access shall also be applicable if another market area spanning network operator of the market area H[L]-Gas Northern Germany claims Force Majeure in the sense of Section 48 of the GT&Cs Grid Access and, therefore, the balancing group network operator is fully or partly prevented from fulfilling its obligations in accordance with this balancing group contract.
2. In the event of discrepancies and/or contradictions between provisions of this contract and provisions of the GT&Cs, the provisions of this contract shall prevail over the provisions of the GT&Cs.

Section 12 Severability

1. If any provision of this balancing group contract is or becomes ineffective the effectiveness of the other provisions of this balancing group contract shall not be affected.
2. The Parties undertake in an appropriate procedure to substitute any ineffective provision with a new and effective provision which achieves an economic result as similar as possible to that of the ineffective provision. This shall also in case of a gap in the provision.

Section 13 Contract Term

This balancing group contract shall come into full force as of [____], 06:00 a.m. and is concluded for an indetermined period. The balancing group contract shall and terminates automatically in accordance with Section 17 paragraph 2 of the GT&Cs Grid Access.

Annex 1: Scheme of the entry capacities and/or exit capacities and/or Maximum Offtake included into the balancing group published on the website under <https://bkm-portal.gasunie.de>

[Annex 2: Extended Balancing Service]

[Place], xx.xx.xxxx

Hanover, xx.xx.xxxx

Company

Gasunie Deutschland Services GmbH

Signatory 1

Signatory 2