

Annex: Storage Fees

to the general terms and conditions for access to the natural gas storage facilities operated by RWE Gas Storage West GmbH (RGSWest)

§ 1 Calculation of the storage fees

The storage fee for firm and interruptible storage products is composed of the "fix storage fee" for the provision of the storage capacities and a "variable storage fee" depending on the utilization of the provided storage capacities by the storage customer. Added to all mentioned fees will be VAT applicable in Germany in effective amount.

(1) Fix storage fee

The fix storage fee shall be agreed with the storage customer in the storage contract.

If the parties agree on a lump sum for the fix storage fee without dividing it into the different services „ fix/interruptible injection capacity”, “fix/interruptible withdrawal capacity” and “working gas volume”, with regard to § 12 (3) of the storage usage contract it is composed as follows:

- Fix injection capacity corresponds to 1/3 of the fix storage fee.
- Fix withdrawal capacity corresponds to 1/3 of the fix storage fee.
- Fix working gas volume corresponds to 1/3 of the fix storage fee.

(2) Variable storage fee

The variable storage fee shall cover the injection and withdrawal related energy costs and will be charged for the injected natural gas.

The variable storage fee shall be agreed with the storage customer in the storage contract.

Injected natural gas

Injected natural gas shall be the amount of natural gas injected for the storage customer on the basis of the allocation (according to § 1 in Annex Balancing and according to § 6 Para. 2 in Annex Operation and Nomination) in the accounting month in kWh.

§ 2 Taxes and duties

Should further energy taxes, a CO₂ tax, other taxes, duties of any type or other charges resulting from legislative, regulatory or administrative provisions or decisions / orders become valid in the future in connection with natural gas storage (e.g. relating to the utilization of storage connection points), such taxes and duties in their respective amount shall be borne by the storage customer. This shall also include emissions trading. Reductions shall be credited to the storage customer, provided the customer previously had to bear the corresponding charge.

§ 3 Noncompliance with the contract

If, at the cessation of the storage contract, the storage customer has not again completely taken over the natural gas volumes previously injected for the storage customer as per the withdrawal with the same thermal volumes or transferred the volumes to one or more other storage customers, the (co)-title of the storage customer to the natural gas volumes in the natural gas storage facility at the cessation of the term of contract shall pass from the storage customer to RGSWest. RGSWest shall compensate the storage customer for these natural gas volumes at 0.5-times the cross-border price for the natural gas per kWh plus the applicable natural gas tax. The cross-border price published in accordance with provisional calculations for natural gas for the relevant calendar month in which the cessation of the term of contract falls, as published by the Federal Office of Economics and Export Control and retrievable in the Internet at www.bafa.de, shall apply.