

Agreement on Lease of Storage Capacity

Agreement on Lease of Storage Capacity entered into pursuant to Article 7 of the Storage Code of RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Agreement")

between

I. Contracting Parties

Company (hereinafter also referred to as the "Transferor")

With its registered office at:

ID No.:

VAT No.:

Acting through:

and

Company (hereinafter also referred to as the "Transferee")

With its registered office at:

ID No.:

VAT No.:

Acting through:

and

RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Storage Operator")

With its registered office at Limuzská 3135/12, 108 00 Prague 10, Czech Republic

ID No.: 27892077, VAT No.: CZ27892077

Acting through: Zbyněk Pokorný, Head of Sales
Zuzana Kotyková, Public Affairs Manager

Contract number:

(hereinafter also referred to as the "Contracting Parties")

II. Subject of the Agreement

The subject of this Agreement is the Transferor's obligation to allow the Transferee to use (lease to the Transferee) the storage capacity referred to Article III. hereof. The Transferor declares that it has contracted this capacity based on a gas storage contract entered into between the Transferor and the Storage Operator on [REDACTED] and the Storage Operator's contract number [REDACTED].

III. Leased Capacity

The Transferor shall allow the Transferee to use the following storage capacity:

Working gas volume:	[REDACTED]	MWh
Withdrawal capacity:	[REDACTED]	MWh/day
Injection capacity:	[REDACTED]	MWh/day

(hereinafter also referred to as the "Leased Capacity")

**IV.
Lease Term**

The storage capacity referred to in Article III. of this Agreement shall be assigned by the Transferor to the Transferee for the period:

**V.
Rights and Obligations of Transferee**

1. As regards the Leased Capacity referred to in Article III., the Transferee has the right to use the corresponding storage capacity and to make nomination at entry and exit points into/from the gas storage facility.
2. The Transferee hereby undertakes to use the Leased Capacity in accordance with and under the conditions of the Storage Code of RWE Gas Storage CZ, s.r.o. including all its subsequent amendments and additions (hereinafter also referred to as the "Storage Code"), the text of which the Transferee accepts by signing this Agreement, and relevant generally binding regulations.
3. The Transferee is under no obligation to pay the Storage Operator for the Leased Capacity.

**VI.
Obligations of the Transferor**

The Transferor remains a party to the storage contract and is fully liable to the Storage Operator for the fulfilment of the obligations set forth in this storage contract and in the Storage Code, including the payment of the storage price to the extent of the total storage capacity agreed in its storage contract, regardless of the lease of the storage capacity to the Transferee pursuant to Article III.

**VII.
Validity and Effect of the Agreement**

This Agreement is entered into for a definite period until 6:00 a.m. on, shall become valid on the date of its signature by all Contracting Parties, and shall come into effect at 6:00 a.m. on

**VIII.
Final Provisions**

1. This Agreement is in the case of signing printed contracts drawn up in three counterparts. After the signature of the Agreement by the Transferor and the Transferee, all counterparts shall be submitted for signature to the Storage Operator who will sign them and hand over one counterpart to each Contracting Party.
2. No provision of this Agreement that is or becomes invalid or unenforceable shall prejudice the validity or enforceability of any other provision of this Agreement, provided that such a provision is separable from the remaining contents of the Agreement. The Contracting Parties undertake to replace such an invalid or unenforceable provision by a provision the contents and purpose of which are closest to the invalid or unenforceable provision. Until described provision is replaced in accordance with the previous sentence, the relevant generally binding legal regulations shall apply.
3. With respect to this Contract, the Contracting Parties assume the risk of a change of circumstances within the meaning of Section 1765 Subsection 2 of the Civil Code.

4. This Agreement may be amended or supplemented only by means of written annexes, numbered in an ascending order, entered into by the authorized representatives of the Contracting Parties.
5. Terms not defined in this Agreement shall have the meaning assigned to them in the Storage Code, in Act No. 458/2000 Coll. (Energy Act), and in Regulation No. 349/2015 Coll.
6. The Contracting Parties declare that the provisions of Sections 433, 1765, 1766, 1799, 1800 and 1805 Subsection 2 of the Civil Code shall not be applied to this Agreement.
7. Any transfer of the rights and obligations constituted by this Contract, assignment of the Contract within the meaning of Section 1895 of the Civil Code as well as pledge of a receivable arisen from this Contract may only be made with the prior consent of the other Contracting Party.
8. The Contracting Parties have read the text of this Contract, agree with its content and concur in representing they enter into this Contract as entrepreneurs carrying on their business within the meaning of Section 1797 of the Civil Code. In witness of these facts their authorized representatives affix of their true, free and solemn will their signatures.

In on

In on

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Transferor

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Transferee

In on

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RWE Gas Storage CZ, s.r.o.