

energystock

fast cycle gas storage

Flexibility Services Contract Flange

EnergyStock B.V.



Flexibility Services Contract Flange 2015-1

This *Flexibility Services Contract Flange* is made and entered into on,
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between:

EnergyStock B.V., whose principal place of business is at Concourslaan 17, Groningen,
the Netherlands, hereinafter referred to as "*EnergyStock B.V.*",

and

.....,

whose principal place of business is at,,

.....,

hereinafter referred to as "*Flange Customer*".

Whereas, *EnergyStock B.V.* and *Flange Customer* wish to enter into an agreement concerning *Flexibility Services* on the *Gas Storage Facility* on the following terms and conditions.

Therefore, *EnergyStock B.V.* and *Flange Customer* agree the following:

- This *Flexibility Services Contract Flange* is governed by the *General Terms and Conditions Flexibility Services Flange* version 2015-1 .
- The definitions used in this *Flexibility Services Contract Flange* shall have the meaning as described in the *General Terms and Conditions Flexibility Services Flange*.
- *Flange Customer* contracts the following *Flexibility Services*:

Table 1

<i>Start Date</i>	DD/MM/YY
<i>End Date</i>	DD/MM/YY
Number contract sheet	<XXXX>



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(to be filled out by <i>EnergyStock B.V.</i>)		
Contracted Flexibility Services:		
<i>Contracted Send In Capacity</i>	xxx,xxx	<i>kWh per Hour</i>
<i>Contracted Send Out Capacity (CSOC)</i>	xxx,xxx	<i>kWh per Hour</i>
<i>Contracted Working Volume</i>	xx,xxx,xxx	<i>kWh</i>
<i>Flexibility Services Tariff (FST)</i>	xx	<i>Euro per kWh per Hour CSOC per Year (price level 2012)</i>

Allocation Role	Proportional
Nomination required	Yes

Shrinkage Compensation	xx	<i>Euro per Year per kWh deviation of Contracted Working Volume</i>
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Considerations

- Component T1 of the considerations, as described in *Article 3.6*, is calculated as:

$$T1 = \text{INDEX} \times \text{FST} \times \text{CSOC} \times \text{Year ratio}.$$

Where:

INDEX = CPI related escalation factor, and

CPI = values of the consumer price index as published by the 'Centraal Bureau voor de Statistiek' series 'Alle huishoudens, afgeleid, with a current basis (reference calendar year) 2006 = 100'.

FST = *Flexibility Services Tariff* (as specified in Table 1), in *Euro per kWh Contracted Send Out Capacity per Hour per Year* (price level 2012) and shall be based on the components *Contracted Send Out Capacity*, *Contracted Send In Capacity* and *Contracted Working Volume*

CSOC = *Contracted Send Out Capacity* in *kWh per Hour* (as specified in Table 1).

Year ratio = percentage of the relevant *Contract Year*, where



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Contract Year is the first year after the *Start Date* and thereafter every consecutive year.

The amounts payable so determined shall be rounded to two (2) decimal places.

- Component T2 of the considerations, as described in *Article 3.6*, will be passed on to *Flange Customer* in a transparent and non-discriminatory way, based on economic and efficient rational costs incurred. For allocating component T2 to *Flange Customer*, *EnergyStock B.V.* has developed an allocation method which (i) reflects the actual energy consumption of *Flange Customer*, (ii) takes into account contract price differences at different timeframes and (iii) fairly allocates synergy advantages between all *Flange Customers*. Component T2 is calculated as follows:

(A) Energy Costs (other than described in Sub B hereunder)

Energy costs related to the *EnergyStock Gas Storage Facility* shall be passed on to *Flange Customer* in the following way:

(a) All charges for energy will be passed on via a *Monthly* payment based on the actual *Quantities of Gas* allocated to *Flange Customer* at the *Gas Storage Entry Point* and the *Gas Storage Exit Point*. The annual transmission charge for energy is incorporated in component T1.

(b) The commodity charges will be passed on via a *Monthly* invoice based on the actual *Quantities of Gas* allocated to *Flange Customer* at the *Gas Storage Entry Point*.

(c) The annual reconciliation of the actual energy costs incurred will be calculated and charged to *Flange Customer* in the *Year* following the *Year* within the *Contract Period* for which the reconciliation was done.

(d) Details of the allocation of energy costs will be specified and executed according to the rules as set forth in article 6.7 of the *Operating Manual Flange*.

(B) Energy costs for send out

Energy costs of send out for the *Gas Storage Facility* consist of fuel gas usage by heaters and glycol regeneration units (GRU's).

The amount of fuel gas allocated to *Flange Customer* shall be settled in kind via *Flange Customer's Working Gas*. Details of the allocation of fuel gas to *Flange Customer* and the settlement in kind via *Flange Customer's Working Gas* will be specified and executed according to the rules as set forth in article 6.8 of the *Operating Manual Flange*.

Annex 1 to the *Flexibility Services Contract(s) Flange* describes the withdrawal and injection curve applicable to *Flange Customer* for these *Flexibility Services Contract(s) Flange* and forms an integral part thereof.



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In witness whereof the undersigned have executed this *Flexibility Services Contract Flange* in two originals:

Signed this day of

For and on behalf of *EnergyStock B.V.* :

For and on behalf of *Flange Customer*:

