

Annex 1

Storengy UK Limited

Specific Terms

Stublach Storage Product SY[●], 30/30 Flat Product

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1 Contract Period (Clause 2.1 of the GTCs)

1.1 The Contract Period shall start on the Entitlement Start Date and shall end on the Entitlement End Date.

1.2 The Entitlement Start Date is [●] hours on [●].

1.3 The Entitlement End Date is [●] hours on [●].

2 NTS Entry Capacity Charges (Clauses 3.13 and 3.14 of the GTCs)

NTS Entry Capacity Charges (as defined in the Code) shall be paid by SL, but SL will charge an amount to the Customer in connection with such charges (at the rate quoted by SL from time to time) which will be invoiced by SL and is payable by the Customer monthly in accordance with Clause 16 of the GTCs.

3 Capacity held by the Customer (Clause 4.1 of the GTCs)

SL shall provide the Customer with the Space, Deliverability and Injectability for the Contract Period which shall be:

| Contract Period | Space (kWh/y) | Deliverability (kWh/d) | Injectability (kWh/d) |
|-----------------|---------------|------------------------|-----------------------|
| [●] | [●] | [●] | [●] |

4 Daily Injectability Adjustment Factor (DiAF) and Daily Withdrawal Adjustment Factor (DwAF) (Clause 4.2 of the GTCs)

| Customer's Inventory ('I') | DiAF | DwAF |
|----------------------------|------|------|
| 0% | 1 | 1 |
| 100% | 1 | 1 |

5 Withdrawal Lead Time and Injection Lead Time (Clause 5.2 of the GTCs)

5.1 The Withdrawal Lead Time is one (1) hour.

5.2 The Injection Lead Time is one (1) hour

6 Capacity Charges (Clause 6 of the GTCs)

Notwithstanding the effect of a Capacity Transfer pursuant to Clause 9.2 of the GTCs, the Capacity Charge payable by the Customer in respect of each Day of the Contract Period shall be the Applicable Daily Rate (in pence per therm) multiplied by the Customer's Space (in therms) for that Day.

The **Applicable Rate** is:

[Contract Period] [●] ppth

and the **Applicable Daily Rate** is the Applicable Rate divided by the number of Days in the Contract Period.

7 Injection Charges and Withdrawal Charges (Clauses 11.2 of the GTCs)

- 7.1 The Injection Charge is 0.2 (zero decimal two) ppth (pence per therm).
- 7.2 The Withdrawal Charge is 0.2 (zero decimal two) ppth (pence per therm).
- 7.3 Articles 7.1 and 7.2 do not apply to charges applicable for Unbundled Capacities and UIOLI Capacities (as referred to in Clause 14.3 of the GTCs).

8 Not Used

9 Maintenance (Paragraph 1 of Schedule A and Clause 12 of the GTCs)

- 9.1 The GTCs shall be amended as follows in respect of the definition of SL Maintenance Programme:

"SL Maintenance Programme means the maintenance programme in respect of a Storage Year published on the maintenance page of SL's website."

9.2 Maximum Amount of Planned Maintenance and maximum Amount of Unplanned Maintenance Allowance (Clause 12.3 of the GTCs)

- (a) The maximum Amount of Planned Maintenance in a Storage Year (APM_{max}) is equal to:

Storage Year [●] [●] Days

- (b) The maximum Amount of Unplanned Maintenance in a Storage Year (AUM_{max}) is equal to:

Storage Year [●] [●] Days

9.3 Compensation for excess Amount of Planned Maintenance and Amount of Unplanned Maintenance (Clause 12.3 of the GTCs)

SL shall pay to the Customer compensation in respect of the unavailability of the Storage Facility for any Day in a Storage Year where the Amount of Planned Maintenance is in excess of APM_{max} and/or where the Amount of Unplanned Maintenance is in excess of AUM_{max} in accordance with the following formula:

$$Comp = CP \times (2 - imfe - wmfe) \times Max [Qinj, Qwith]$$

where:

Comp is the compensation to be paid to the Customer;

CP is equal to:

- two (2) x Applicable Daily Rate ppth (pence per therm) when for such Day:
 - Maximum (0 ; $APM - APM_{max}$) + Maximum (0 ; $AUM - AUM_{max}$) > 0, and
 - Maximum (0 ; $APM - APM_{max}$) + Maximum (0 ; $AUM - AUM_{max}$) ≤ 20
- Three (3) x Applicable Daily Rate (ppth (pence per therm)) when for such Day:
 - Maximum (0 ; $APM - APM_{max}$) + Maximum (0 ; $AUM - AUM_{max}$) > 20
- 0 (zero) otherwise;

imfe is the Injection Maintenance Factor applying on the excess maintenance day;

wmfe is the Withdrawal Maintenance Factor applying on the excess maintenance day;

Qinj is the quantity equal to the Customer's Available Injectability multiplied by DiAF; and

Qwith is the quantity equal to the Customer's Available Deliverability multiplied by DwAF.

Compensation shall be paid by SL to the Customer where its Nomination is in the same flow direction as the Capacity affected by the Amount of Planned Maintenance or the Amount of Unplanned Maintenance. Nothing in this Article 9.3 shall be construed as preventing the Customer from being able to switch flow direction, provided the Customer does not switch flow direction solely for the purposes of claiming compensation.

All compensation arising under this Article will be invoiced and is payable monthly in accordance with Clause 16 of the GTCs.

10 Flow Reversals (Clause 15 of the GTCs)

There is no limit on the number of Flow Reversals during a day.

11 Gas-in-Storage at the end of the Storage Services Contract (Clause 20 of the GTCs)

11.1 P_{REF} shall be the average of the 20 (twenty) last bid and offer prices immediately preceding the Entitlement End Date as shown in the table "NBP Price Assessment" for the Day-ahead contract published by ICIS Heren in the publication European Spot Gas Markets, converted to p/kWh by dividing by 29.3071.

11.2 The Nominal Withdrawal Duration or NWD is 30 (thirty) Days.

12 Credit Terms (Clause 23 of the GTCs)

On or about the date of this Agreement the Customer and SL shall enter into the Credit Agreement substantially in the form set out in SCHEDULE 1.

13 [Service of Process (Clause 25 of the GTCs)]

[Drafting Note: this additional clause may need to be included where the Customer is based outside England and Wales.]

[Without prejudice to any other permitted mode of service the Parties agree that service of any claim form, notice or other document ("**Documents**") for the purpose of any proceedings pursuant to Clause 26.2 of the GTCs begun in England shall be duly served upon the Customer if delivered personally or sent by recorded or special delivery post (or any substantially similar form of mail) to:

Name of agent: [●]
[●]
[●]
[●]
[●]

Telephone: [●]
Facsimile: [●]
Electronic: [●]
Attention: [●]

or such other person and address in England or Wales as the Customer shall notify SL in writing from time to time.]

14 Notice Provisions (Clause 27.3 of the GTCs)

As at the date of this Storage Services Contract, the address and facsimile number and email address of the Parties shall be as follows:

SL: Storengy UK Limited
Stublach Site
King Street
Northwich, Cheshire
CW9 7SE


Telephone: 01606 815 300



Facsimile: 01606 350 159
Electronic: commercial@storengy.co.uk


Attention: Marketing Manager

Customer: [●]
[●]



Telephone: 

Facsimile: 
Electronic: 

Attention: 

15 Change in Law and NGG-related Change (Clause 28 of the GTCs)

15.1 Clause 28.3 of the GTCs shall be deleted and replaced with:

"Subject to Clause 28.4, if there is a Change in Law, Brexit Trigger Event or NGG-related Change that fundamentally alters the commercial balance of this Storage Services Contract, either Party may notify the other of such change and the Parties shall meet and discuss in good faith appropriate amendments to this Storage Services Contract which are required to maintain the commercial balance thereof as of the date before the Change in Law, Brexit Trigger Event or NGG-related Change took effect:

- (a) if the Parties fail to agree that the commercial balance of this Storage Services Contract has been altered; and/or
- (b) if the Parties fail to agree amendments to maintain the commercial balance, within ninety (90) Business Days of the notification of such change, or such date as the Parties may mutually agree in writing, then a Party may elect within twenty (20) Business Days of the expiry of such ninety (90) Day period to:
 - (i) refer the matter(s) to Expert Determination; or
 - (ii) the Parties may, by mutual consent in writing, agree to terminate this Storage Services Contract by giving not less than twenty (20) Business Days prior written notice to the other."

15.2 A new definition shall be included as follows:

"Brexit Trigger Event means the event of the United Kingdom ceasing to be a Member State of the European Union (including any event which creates and/or establishes any transition or implementation period relating thereto), which substantially adversely impacts on a Party's ability to perform this Storage Services Contract in accordance with its terms and any Legal Requirement;".

Schedule 1
Credit Agreement