

GSB GAS STORAGE PRIMARY CAPACITY 2019 AUCTION RULES

INTRODUCTION

These rules govern the qualification for, participation in and consummation of the auctions of Standard Bundled Units of gas storage capacity at **Gas Storage Bergermeer** (the Netherlands), as defined in the Standard Storage Services Agreement version 1.5. Two Auctions are scheduled for 11 December 2018 (“Auction 1” and “Auction 2”) and one Auction is scheduled for 12 February 2019 (“Auction 3”), on which days Bids for the respective Auction can be submitted via e-mail to a duly appointed Notary at Allen & Overy.

Successful Bids will result in binding primary capacity agreements between the Bidder and **TAQA Gas Storage B.V.**, the commercial operator of Gas Storage Bergermeer, a company under the laws of the Netherlands, with registered offices in Alkmaar, company no. 27154985 (“GSB”).

Allen & Overy LLP, a limited liability partnership incorporated in England and Wales, with registered offices at Apollolaan 15, 1077 AB, Amsterdam, the Netherlands, company no. 34368587 (“Allen & Overy”) will conduct and administer the Auctions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Auction Rules:

“Aggregate Demand” shall mean the sum of all Quantities demanded by all Bidders during an Auction.

“Auction” shall mean any one of the SBU auctions as further specified in these Auction Rules.

“Auction Date” shall have the meaning specified in Section 5.2.

“Auction Rules” shall mean these auction rules.

“Bid” shall mean the submission by Bidder of demand for a stated Quantity of the SBUs stated in the e-mail to Allen & Overy.

“Bidder” shall have the meaning specified in Subsection 2.2.1.

“Bidder Limit” shall mean the total maximum Quantity for a Bidder in respect of the Auctions, as determined by GSB.

“Business Day” shall mean a day (other than a Saturday or a Sunday) on which banks are open for business in The Netherlands.

“Customer” shall mean any, corporation, limited liability company, general or limited partnership, association, trust or other entity that wants to participate in an Auction.

“Cut Off Multiplier” shall mean the lowest Multiplier at which SBUs are allocated in Auction 2.

“Cut Off Price” shall mean the lowest Price at which SBUs are allocated in Auction 1 or Auction 3.

“Daily Spread” shall have the meaning specified in Subsection 4.3.1.

“Gas Day” shall mean the period from 06:00 to 06:00.

“Instruction to Bidders” shall have the meaning specified in Section 3.1.

“Maximum Supply” shall have the meaning specified in Section 4.2.

“Multiplier” shall mean the multiplier stated by a Bidder in a valid bid.

“Price” shall have the meaning specified in Subsection 4.3.1.

“Primary Capacity Agreement” shall mean an agreement substantially in the form as per Annex III.

“Quantity” shall mean the quantity requested by a Bidder in a valid Bid, expressed in the number of SBUs as a whole number higher than zero (0).

“Reference Day” shall have the meaning specified in Subsection 4.3.1.

“Reference Index” is defined in the Standard Storage Services Agreement.

“Reserve Multiplier” shall have the meaning specified in Subsection 4.3.3.

“Reserve Price” shall have the meaning specified in Subsection 4.3.2.

“Storage Year 2019” shall mean the period from Gas Day 1 April 2019 up to and including Gas Day 31 March 2020.

“Storage Year 2019 Spread” shall have the meaning specified in Subsection 4.3.1.

“SBU” shall mean Standard Bundled Unit of gas storage capacity at Gas Storage Bergermeer, per the terms and conditions of the Standard Storage Services Agreement.

“Standard Storage Services Agreement” shall mean the Standard Storage Services Agreement for the Gas Storage Bergermeer Facility between the Bidder and GSB (version 1.5 as published on GSB’s website).

1.2 In these Auction Rules:

1.2.1 References to “Article”, “Section”, “Subsection”, and “Annex” refer to the corresponding article, section, subsection or annex of these Auction Rules unless otherwise specified;

1.2.2 The headings of Articles, Sections, Subsections and the Annexes are provided for convenience only and will not affect their interpretation;

1.2.3 The words “include” or “including” are to be construed without limitation to the generality of the foregoing;

1.2.4 Any reference to time is to Dutch local time; and

1.2.5 Unless the context requires otherwise, the singular shall include the plural and vice versa.

2. QUALIFICATION PROCESS

2.1 Any Customer wishing to qualify for participation in an Auction shall:

2.1.1 request GSB to be admitted as a Bidder;

2.1.2 have entered into a Standard Storage Services Agreement for the Gas Storage Bergermeer Facility;

2.1.3 provide to GSB any information GSB reasonably requires to establish the Bidder Limit;

2.1.4 accept and agree to these Auction Rules and sign Annex I to these Auction Rules;

2.1.5 provide to GSB a valid power of attorney demonstrating its authority to submit binding Bids and enter into a binding Primary Capacity Agreement with GSB, substantially in the format of Annex II, or equivalent.

2.2 Following a request to be admitted as Bidder, GSB may:

2.2.1 by written confirmation admit a Customer in an Auction, at which point it becomes a “Bidder”; the confirmation shall state the Bidder Limit for that Bidder;

- 2.2.2 request revised and/or additional documents within a set time period, and, upon review of such documents, admit or refuse a Customer in an Auction;
- 2.2.3 refuse a Customer in an Auction. Any such refusal shall be based on objective criteria, and the reason shall be provided.
- 2.3 The requirements set out in Section 2.1 must be met six (6) Business Days prior to the respective Auction Date. GSB may at its sole discretion waive this timeline in exceptional circumstances.
- 2.4 Continued Compliance and revocation of admission as Bidder
 - 2.4.1 Bidder shall notify GSB in writing of any change in any information submitted for qualification, promptly upon becoming aware of such change. Bidder shall promptly furnish to GSB any additional information which GSB may reasonably request.
 - 2.4.2 GSB may at any time revoke admission of Bidder as participant in an Auction if:
 - a. Bidder does not satisfy, or no longer satisfies, the qualification criteria; or
 - b. Bidder breaches any of its obligations under these Auction Rules.
- 2.5 A Customer admitted to an Auction as a Bidder is not obliged to submit a Bid.

3. INSTRUCTIONS TO BIDDERS AND RISK OF LOSS OR DELAY OF E-MESSAGES

- 3.1 At least three (3) Business Days before an Auction Date (or, if later, promptly following admission as Bidder), GSB shall provide the contact persons identified in acknowledgment and acceptance forms (Annex I) with instructions on the conduct of an Auction (the "Instruction to Bidders"). These regard in particular the method and contents of communications between Bidder, Allen & Overy and GSB during an Auction and the secure transmission of Bids.
- 3.2 GSB and Allen & Overy make no representation or warranty on the continuous availability of systems for reception or saving of Bids in case of technical or other problems beyond their reasonable control.

4. THE AUCTION OFFERING

4.1 Product Offered

The product offered in an Auction is an SBU for the Storage Year 2019, which comprises of rights to have gas injected, to keep gas in store and to withdraw gas, with the following characteristics (as defined in the Standard Storage Services Agreement):

- Space = 1000 kWh;
- Withdrawal Capacity = 0.579 kW;
- Injection Capacity = 0.427 kW;

4.2 Maximum Supply

The maximum total number of SBUs (the "Maximum Supply") offered and allocated in each Auction is as follows:

Auction 1	four million (4,000,000)
Auction 2	four million two hundred and fifty thousand (4,250,000)
Auction 3	three million (3,000,000) plus, at the discretion of GSB, the unsold SBUs from Auction 1 and Auction 2

The definitive Maximum Supply for Auction 3 shall be communicated to Bidders at least three (3) Business Days before the Auction Date.

4.3 Price per SBUs for Storage Year 2019 (the “Price”)

4.3.1 For Auction 1 and Auction 3, the Price shall be in Euro (€) per SBU, fixed (i.e. non-indexed).

For Auction 2, the Price shall be determined according to the below formula (the “Price Formula”):

Price = Multiplier (X) * Storage Year 2019 Spread,

whereby “Storage Year 2019 Spread” means the absolute value of the difference between the average forward baseload winter gas price and the average forward baseload summer gas price for Storage Year 2019, calculated as follows: For each day from 15 January (inclusive) to 15 March (inclusive) immediately preceding Storage Year 2019 on which the Reference Index providing the prices referred to hereafter is published (each a “Reference Day”), the difference between (a) end-of-day settlement price for TTF baseload winter Gas in Storage Year 2019 as published in the Reference Index, and (b) the end of-day settlement price for baseload summer Gas in Storage Year 2019 as published in Reference Index shall be the “Daily Spread”. These end-of-day settlement prices and the Daily Spread shall all be in Euro per MWh and rounded up to the nearest number with three decimals. The Daily Spreads for all Reference Days shall be aggregated and such aggregated number shall be divided by the number of Reference Days, and the resulting number shall be the Storage Year 2019 Spread, expressed in Euro and rounded up to the nearest number with three decimals.

4.3.2 A reserve price (the “Reserve Price”) applies to the SBUs offered at Auction 1 and Auction 3, being one euro and fifty cents per SBU (1.50 €/SBU). Bids submitted at Auction 1 and Auction 3 below the Reserve Price are invalid and shall be disregarded.

4.3.3 A reserve Multiplier (the “Reserve Multiplier”) applies to the SBUs offered at Auction 2, being 1.1 (one point one) for the factor X in the Price Formula. Bids submitted at Auction 2 with a Multiplier lower than the Reserve Multiplier are invalid and shall be disregarded.

5. THE AUCTION PROCESS

5.1 Allen & Overy shall conduct the Auction and monitor compliance with the Auction Rules.

5.2 The dates and times of the Auctions (each an “Auction Date”) are as follows:

Auction 1	11 December 2018 at 11:00 - 11.30 hrs (Dutch local time)
Auction 2	11 December 2018 at 13:00 - 13:30 hrs (Dutch local time)
Auction 3	12 February 2019 at 11:00 - 11:30 hrs (Dutch local time)

5.3 All communications between Bidder and Allen & Overy shall be made in accordance with the rules set forth in the Instructions to Bidders (including rules pertaining to message content, message format and means of communication).

5.4 Each Auction shall be conducted over one (1) round within the respective time windows specified in Section 5.2. Bids received outside this time window shall be rejected.

- 5.5 Bids are made as follows:
- 5.5.1 Each Bidder can submit up to three (3) separate Bids in a single e-mail, whereby each Bid for Auction 1 and Auction 3 shall include a Quantity “Q” and a Price “P”, and each Bid for Auction 2 shall include a Quantity “Q” and a Multiplier “X”:
- a. the Quantity will be expressed as a non-negative whole number representing the number of SBUs the Bidder wishes to acquire; and
 - b. the Price will be expressed in Euro (€) as a non-negative number with up to two decimals; or
 - c. the Multiplier will be expressed as a non-negative whole number with up to two decimals, equal to or higher than the Reserve Multiplier, representing the value of X in the Price Formula.
- 5.5.2 During the Auction the Bidder may change each of its Bids by submitting a new e-mail as per subsection 5.5.1. The content of such e-mail will replace any previously sent bidding e-mail by this Bidder in its entirety, so the Bid or Bids in such e-mail shall replace all previous Bid or Bids made by the Bidder, regardless whether the number of Bids, the Quantity, the Price or the Multiplier in the later e-mail is higher or lower.
- 5.5.3 If a Bidder exceeds its Bidder Limit, its Bids are sorted from the highest stated Price or Multiplier to the lowest stated Price or Multiplier. The Quantity of the Bid with the lowest stated Price or Multiplier that causes the Bidder Limit to be exceeded will be reduced to a Quantity whereby the Bidder Limit is no longer exceeded. Bids with a lower stated Price or Multiplier, if any, shall not constitute valid Bids. GSB will disclose the Bidder Limit for each Bidder to Allen & Overy ultimately on the date of Auction 1 on 10.00 hrs.
- 5.6 Bids (or changes to Bids) received outside the time period for receipt of Bids, and Bids (or changes to Bids) that do not meet the conditions of Section 5.5 above or any other part of the Auction Rules are not valid and will be rejected. Allen & Overy shall notify any Bidder that has submitted an invalid Bid of the rejection thereof, stating the reasons.
- 5.7 Allen & Overy will use reasonable efforts to send, via e-mail, a confirmation of receipt of every Bid. A confirmation of receipt does not constitute confirmation of validity of Bids.
- 5.8 It is Bidder’s entire and sole responsibility to ensure that a valid Bid is received within the specified timeline. In particular, Bidder’s attention is drawn that there may be some time lag between the submission of its Bid and the receipt by Allen & Overy. Bidder shall ensure that all its equipment used in connection with the Auction operates properly.
- 5.9 Each of the valid Bids being received and logged by Allen & Overy at the close time of the round shall be a firm and irrevocable commitment to acquire the stated Quantity of SBUs at the stated Price or Multiplier.
- 5.10 At the end of an Auction, SBUs will be allocated to the Bidders, as follows and with all of the following conditions satisfied:
- a. a Bid with a Price lower than the Reserve Price or with a Multiplier lower than the Reserve Multiplier will not be taken into account for the allocation of SBUs;
 - b. no more SBUs will be allocated than the Maximum Supply;
 - c. SBUs shall be allocated to valid Bids in order of the value of the Price (“P”) or Multiplier (“X”) of the Bids, whereby a Bid with a higher Price or Multiplier will be allocated first and with priority over a Bid with a lower Price or Multiplier;

- d. if the Aggregate Demand exceeds the Maximum Supply, those Bids with a Price (“P”) equal to the Cut Off Price or a Multiplier (“X”) equal to the Cut Off Multiplier shall be allocated SBUs pro rate their Quantity (“Q”), rounded to the nearest whole number of SBUs, whereby any remaining SBU following rounding shall be allocated to the Bid with the highest Quantity.

- 5.11 After the allocation, Allen & Overy will use reasonable efforts to confirm the results of the Auction via email to the Bidders within one hour after the end of an Auction.
- 5.12 Allocation of SBUs in accordance with Section 5.11 above constitutes a Primary Capacity Agreement under the Standard Storage Services Agreement, for such SBUs, at the Pricing as per the allocated Bid. GSB will issue a confirmation in the form of Annex III hereto, signed by GSB only. Sections 5.10, 5.11 and 5.12 create binding obligations between GSB and the Bidder.

6. MISCELLANEOUS

6.1 Conduct Rules

- 6.1.1 The Bidder shall at all times observe high standards of integrity and fair dealing and high standards of market conduct and act with due skill, care and diligence when participating in an Auction.
- 6.1.2 It is the duty of the Bidder to behave in a fair and orderly manner in an Auction, with due observation of the interest of all other Bidders.
- 6.1.3 The Bidder is required to comply and act in accordance with all applicable laws and regulations, including, but not limited to, articles 3 and 5 of the Regulation No. 1227/2011 on energy Market Integrity and Transparency (“REMIT”).
- 6.1.4 Allen & Overy and GSB have the right to supply the competent authority with all data and information of the activities carried out by Bidders under the Auction Rules and all other data and information the provision of which is necessary either under a formal request made to Allen & Overy or GSB or to comply with its obligations towards those authorities or where disclosure is required under applicable laws.
- 6.1.5 Allen & Overy and GSB are entitled to carry out (routine) enquiries or investigations into the behaviour of a Bidder. The Bidder is obliged to provide full cooperation with an enquiry or investigation.

6.2 Postponement or Termination of Auction

- 6.2.1 GSB may cancel, postpone or suspend an Auction.
- 6.2.2 GSB may, if reasonably necessary for technical or operational reasons or in the event of manifest collusion, terminate an Auction, and GSB shall promptly inform Bidders in case of termination of an Auction.
- 6.2.3 GSB shall promptly inform Bidders and the market of any cancellation, postponement, suspension or termination. No Bidder shall have any claim for damage or losses or any right for performance of an Auction in the event of cancellation, postponement, suspension or termination.

6.3 Amendment of these Auction Rules

- 6.3.1 At any time before the fifth (5th) Business Day preceding the Auction Date, GSB may amend these Auction Rules and GSB shall immediately inform the market and notify Bidders of such decision.
- 6.3.2 Bidders shall be deemed to consent to an amendment of these Auction Rules if they do not give notice of withdrawal within three (3) Business Days following the receipt

of the notice referred to in Subsection 6.3.1. If such a notice of withdrawal is received by GSB, the Bidder shall no longer be allowed to participate in the Auction.

- 6.4 Following an Auction GSB may release the following data to the market:
- a. the Cut Off Price or the Cut Off Multiplier;
 - b. the Aggregate Demand;
 - c. the weighted average Price or Multiplier for SBUs allocated in this Auction;
and
 - d. the total amount of SBUs allocated.
- 6.5 GSB and Allen & Overy shall protect the confidentiality of the content of Bids submitted by Bidder during the Auction.
- 6.6 Rights resulting from the Auction Rules and the Auctions are not and cannot be transferred or assigned (other than rights of GSB and Allen & Overy). SBUs are transferable as per the terms of the Standard Storage Service Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 These Auction Rules are governed by and construed in accordance with the laws of The Netherlands.
- 7.2 Any dispute, controversy or claim arising out of or in connection with these Auction Rules shall be finally settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitrage Instituut. Jurisdiction by any other court is excluded. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration will be The Hague. The arbitral tribunal will award in accordance with the rules of law. The arbitral procedure will be conducted in the English language. The possibility of binding opinion (*bindend advies*) as foreseen in aforementioned Rules will be excluded.

* * *

ANNEX I
ACKNOWLEDGEMENT AND ACCEPTANCE OF
THE GSB GAS STORAGE PRIMARY CAPACITY
2019 AUCTION RULES (THE “AUCTION RULES”)

The undersigned undertakes, covenants to and agrees with Allen & Overy and GSB:

1. It has taken knowledge of the Auction Rules and shall comply with the Auction Rules and the Instructions to Bidders;
2. It shall refrain from entering into (and represents that it has not entered into) any agreement or arrangement of any kind with any other (potential) Bidder (other than affiliates) concerning the Auction or participation in the Auction;
3. It shall continue to keep confidential (and represents that it has kept confidential) all information received from GSB in connection with the Auction;
5. It shall continue to act (and represents that it has acted) in the Auction, as principal (and not as agent or in any other capacity, fiduciary or otherwise); and
6. Future notifications to it regarding the Auction can be made exclusively to the following contact person (*please insert details*):

Contact person:

Title:

Contact address:

Contact tel.:

Email address:

Company Name: _____

Signature:

By: _____

Title: _____

Date: _____

ANNEX II
FORM OF POWER OF ATTORNEY

[to be printed on company letterhead]

The undersigned:

[name of company], registered with the [Trade Registry, Chamber of Commerce or otherwise] in [city, country] under [number] and having its registered office at [address] (the “**Company**”),

hereby appoints:

[name of person who is authorised to submit Bids]

resident in [country], born in [city], [country] on [date] and holder of a [nationality] passport number [number] as the Company’s true and lawful Attorney-in Fact, to participate in the three capacity auctions for Gas Storage Bergermeer / TAQA Gas Storage B.V. scheduled to be held on 11 December 2018 (two auctions) and 12 February 2019 and to submit binding bids for SBUs via e-mail during this auction and do everything reasonably required for this.

This Power of Attorney is valid with respect to the foregoing purpose and matters, and the Company hereby ratifies and confirms all acts that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney is effective from the date of signature stated below and may be revoked at any time in writing through proper notification to TAQA Gas Storage B.V., but shall in any event expire on 1 March 2019.

Signed in [city] on [date].

[name]

[title], [company]

[please provide evidence that the person signing this document is authorized to represent the company]

ANNEX III

FORM OF PRIMARY CAPACITY AGREEMENT

This Primary Capacity Agreement is issued on [] between:

(1) **GSB GAS STORAGE B.V.**, a company duly incorporated in The Netherlands and registered at the trade registry with number 27154985 whose principal place of business is Alkmaar, The Netherlands ("**GSB**"); and

(2) [], (the "**Customer**"),

WHEREAS:

GSB and the Customer are party to a Standard Storage Services Agreement ("**SSSA**") in respect of GSB Facility; and at the SBU Auction held in [December 2018 / February 2019], the Customer has purchased Capacity from GSB and GSB has sold such Capacity to the Customer.

IT IS HEREBY AGREED as follows:

1. SALE AND PURCHASE OF CAPACITY

At the SBU Auction held in [December 2018 / February 2019], the Customer has purchased from GSB and GSB has sold to the Customer standard bundled units of Capacity at the GSB Facility ("**SBU**") in the number, for a term, for SBU Capacity Fee and at other conditions as specified below. This Primary Capacity Agreement is signed by GSB only and issued as confirmation.

2. CONDITIONS

Term

Start: 01 April 2019 06:00 Hour (LET) (start of the Hour)

End: 01 April 2020 06:00 Hour (LET) (start of the Hour),
unless terminated earlier in accordance with the SSSA.

Capacity

Number of SBU [] ([])

A SBU consists of:

Injection Capacity: 0.427 kW

Space: 1000 kWh

Withdrawal Capacity: 0.579 kW

SBU Capacity Fees

For Auction 1 and Auction 3, the SBU Capacity Fee is: [] ([]) per SBU.

For Auction 2, the SBU Capacity Fee is: [] ([]) times the Storage Year 2019 Spread per SBU per Gas Storage Year; whereby "**Storage Year 2019 Spread**" is defined in the GSB Gas Storage Primary Capacity 2019 Auction Rules.

SSSA

The SSSA govern the conditions of use in respect of the Capacity, and this Primary Capacity Agreement forms part of the SSSA. All capitalised terms used and not otherwise defined in this Primary Capacity Agreement shall have the meanings ascribed to them in the SSSA. "Gas Storage Year" and "Storage Year" have the same meaning.

[Signed by GSB]