



Storage

Storage Capacity Lease Agreement

Entered into pursuant to Act No. 458/2000, the Energy Act,
and Act No. 513/1991, the Commercial Code

SPP Storage, s.r.o.

Having its registered office at Sokolovská 651/136a, 186 00 Praha 8

Company No. [IČ]: 248 22 191

Bank: [●]

Incorporated in the Commercial Register maintained by the Municipal Court in Prague,
Section C, File 177515

Acting through: [●]

(Hereinafter referred to as the “Storage System Operator” or “SSO”)

and

[●]

Having its registered office at [●]

Company No. [IČ]: [●]

Bank: [●]

[●]

Acting through: [●]

(Hereinafter referred to as “the Lessor”)

[●]

Having its registered office at [●]

Company No. [IČ]: [●]

Bank: [●]

[●]

Acting through: [●]

(Hereinafter referred to as “the Lessee”)

I. Introductory provisions

- 1.1. The SSO represents that it is a company duly established under Czech law, the core business of which is, primarily, gas storage.

- 1.2. The SSO also represents that it operates a gas storage facility at Dolní Bojanovice (hereinafter referred to as “Storage Facility”) and that it has a valid permission to store gas issued by the Energy Regulatory Office under licence number 251118618.
- 1.3. The Lessor represents that it is a company duly established under [●] law, the core business of which is, primarily, [●].
- 1.4. The Lessee represents that it is a company duly established under [●] law, the core business of which is, primarily, [●].
- 1.5. The SSO, the Lessor and the Lessee represent that they are authorised to enter into this Agreement and to accept the rights and obligations hereunder to the full extent.
- 1.6. Unless specified otherwise in this Agreement, all the capitalised terms and definitions used herein have the same meaning as the definitions in the Storage System Operator’s Code, which forms an integral part hereof (hereinafter referred to as “the Code”) and the content of which is binding on the Contracting Parties.
- 1.7. The Lessee represents that it is familiar with the Code and consents to the provisions thereof.

**II.
Subject matter of the Agreement**

- 2.1. The subject matter of this Agreement is the letting (allowing the use) of the following storage capacity under the Storage Agreement entered into by the SSO and the Lessor on [●].

Withdrawal Capacity:	kWh/day
Injection Capacity:	kWh/day
Operating Volume	m ³

(hereinafter referred to as “the Leased Capacity”)

- 2.2. The Lessor lets the Leased Capacity to the Lessee for a period of [●].

**III.
Rights and obligations of the Contracting Parties**

- 3.1. The Contracting Parties agree that the Lessee shall have the right hereunder to use the Leased Capacity and to make nominations at the entry/exit into/from the Storage Facility in accordance with the Code. In this connection the Lessee agrees to use the Leased Capacity in accordance with the Code and the applicable legal regulations.
- 3.2. The Contracting Parties agree that notwithstanding the execution hereof, the Lessor shall continue to be the Contracting Party for the SSO and shall be fully liable for the performance of the obligations laid down in the executed Storage Agreement and in the Code. The foregoing shall also apply to the Lessor’s obligation to pay the SSO the agreed price for storage in relation to the Lessor’s entire capacity contracted from the SSO. The Contracting Parties agree that the Lessee shall not be obliged to pay the price for Leased Capacity to the SSO.
- 3.3. The Lessee hereby represents that it is familiar with the Code and agrees to comply with the Code in full.

- 3.4. The Lessee shall ensure that as at the day of the termination hereof, the gas quantity recorded in its balance account kept by the SSO is zero. In the event of a breach of this obligation of the Lessee, the SSO shall have the right to sell the gas not withdrawn, if any is left, and transfer the proceeds from such sale to the Lessee net of all of the SSO's claims on the Lessee, including the costs incurred in the sale of such gas.

IV. Final provisions

- 4.1. This Agreement is being entered into for a fixed term commencing on [●] and ending on [●].
- 4.2. The Transferee represents that it is familiar with the content of this Agreement and the Code and also that it satisfies all the conditions set by the SSO for the use of storage capacity in the Storage Facility.
- 4.3. All notices hereunder shall be in writing. Notices shall be delivered to the other Contracting Party either a) by registered post or b) using a courier service to the addresses specified below. The below-specified addresses shall remain applicable until any of the Contracting Parties notifies the other Contracting Party in writing of a different address applicable to the delivery of written notices hereunder, using the procedure described in this Article. At the same time, all notices shall also be delivered to the other Contracting Party at the electronic mail addresses specified below:

For the SSO:

SPP Storage s.r.o.

Having its registered office at Sokolovská 651/136a, 186 00 Praha 8

For the attention of: [●]

E-mail: [●]

For the Lessor

[●]

Having its registered office at [●]

For the attention of: [●]

E-mail: [●]

For the Lessee

[●]

Having its registered office at [●]

For the attention of: [●]

E-mail: [●]

- 4.4. This Agreement may only be changed or amended by written addenda hereto subject to all Contracting Parties' agreement.
- 4.5. This Agreement shall be governed by Czech law.
- 4.6. This Agreement shall become valid and come into effect on the day on which all Contracting Parties attach their signatures hereto.

- 4.7. The invalidity of individual provisions hereof shall be without prejudice to the validity and effect of the other provisions hereof and the Agreement as a whole.
- 4.8. The Contracting Parties agree that any disputes arising from or in connection with this Agreement shall be adjudicated by the competent ordinary courts.
- 4.9. This Agreement has been written in three original counterparts, providing that each of the Contracting Parties shall receive one original.
- 4.10. The Contracting Parties represent that they have thoroughly studied the text hereof and understood its content, and that it expresses their free and solemn will free of any errors; in witness whereof they attach their signatures.

....., on

....., on.....

.....
Storage System Operator

.....
Lessor

....., on

.....
Lessee