



## Storage

# Storage Capacity Transfer 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 Transferor”)

[●]

Having its registered office at [●]

Company No. [IČ]: [●]

Bank: [●]

[●]

Acting through: [●]

(Hereinafter referred to as “the Transferee”)

## 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 Transferor represents that it is a company duly established under [●] law, the core business of which is, primarily, [●].
- 1.4. The Transferee represents that it is a company duly established under [●] law, the core business of which is, primarily, [●].
- 1.5. The SSO, the Transferor and the Transferee 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 Transferee 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 transfer of the rights and obligations relating to the following storage capacity - which is being transferred - under the Storage Agreement entered into by the SSO and the Transferor on [●] (hereinafter referred to as "the Transferred Agreement").

Withdrawal Capacity:	kWh/day
Injection Capacity:	kWh/day
Operating Volume	m <sup>3</sup>

(hereinafter referred to as "the Transferred Capacity")

- 2.2. The Transferor represents that as at the date of this Agreement, it has no payable liabilities under the Transferred Agreement to the SSO.
- 2.3. The Contracting Parties agree that on the basis of this Agreement the Transferor assigns to the Transferee all the rights and obligations under the Transferred Agreement, which are related to the Transferred Capacity. The Transferee accepts all these rights and obligations from the Transferor and becomes the contracting party for the SSO to the extent of the rights and obligations so assigned.
- 2.4. The Transferee and the Transferor agree to enter into a special storage agreement, the content of which will be comparable with the content of the Transferred Agreement, for the purpose of stipulating specific terms and conditions for the use of the Transferred Capacity by the Transferee.
- 2.5. The Contracting Parties agree that any and all acts made by the Transferor in relation to the Transferred Capacity until the date of effect hereof shall be deemed to be acts made by the Transferee and the entitlements/obligations arising from such acts shall be for the benefit/shall be charged to the Transferee. As of the date of effect hereof, the Transferor shall not have the right to raise any claims on the SSO in connection with the Transferred Capacity.
- 2.6. The Contracting Parties agree that the Transferor and Transferee shall be held liable jointly and severally for the satisfaction of the SSO's receivables related to the Transferred Capacity.

### III. Final provisions

- 3.1. The Transferor transfers the Transferred Capacity for a period of [●].
- 3.2. The Transferee represents that it is familiar with the content of the Transferred 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.
- 3.3. 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 Transferor**

[●]

Having its registered office at [●]

For the attention of: [●]

E-mail: [●]

#### **For the Transferee**

[●]

Having its registered office at [●]

For the attention of: [●]

E-mail: [●]

- 3.4. This Agreement may only be changed or amended by written addenda hereto subject to all Contracting Parties' agreement.
- 3.5. This Agreement shall be governed by Czech law.
- 3.6. This Agreement shall become valid and come into effect on the day on which all Contracting Parties attach their signatures hereto.
- 3.7. 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.
- 3.8. The Contracting Parties agree that any disputes arising from or in connection with this Agreement shall be adjudicated by the competent ordinary courts.
- 3.9. This Agreement has been written in three original counterparts, providing that each of the Contracting Parties shall receive one original.

3.10. 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**

.....  
**Transferor**

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

.....  
**Transferee**