

Excerpt of the
Amendment No. 1
To the Agreement on Implementation of a
Virtual Interconnection Point in Brandov

between

NET4GAS, s.r.o.
Na Hřebenech II 1718/8
14021 Praha 4 - Nusle
Czech Republic
Identification No.: 272 60 364
registered in the Commercial Register at the Municipal Court in Prague, section C,
enclosure 108316

-hereinafter referred to as "N4G"-

and

GASCADE Gastransport GmbH
Kölnische Straße 108-112
34119 Kassel
Germany

-hereinafter referred to as "GASCADE"-

hereinafter referred to individually as "Party"
or collectively as "Parties"

Preamble of the Amendment No. 1

The Parties signed the Agreement on Implementation of a Virtual Interconnection Point on 15th of March 2019 (“VIP Agreement”). Due to the commissioning of the first string of the EUGAL pipeline on 1st January 2020 and a respective part of the N4G infrastructure, there is another grid connection point between the gas transmission systems of the Parties called: Brandov – Deutschneudorf EUGAL¹.

Therefore, the Parties agree to the following amendment of the VIP Agreement:

Preamble

The “Preamble” of the VIP Agreement shall be deleted and replaced as follows:

“Whereas

N4G and GASCADE concluded the Interconnection Agreement (IA) for the Interconnection Point Olbernhau II on 1 January 2005;

N4G and GASCADE concluded the Interconnection Agreement for the Interconnection Point Brandov-STEAGAL on 1 July 2008;

N4G and ONTRAS concluded the Interconnection Agreement for the Interconnection Point Hora sv. Kateřiny – direction CZ on 1 December 2006;

N4G and ONTRAS Gastransport GmbH („ONTRAS“) concluded the Interconnection Agreement for the Interconnection Point Hora sv. Kateřiny – direction Germany on 1 October 2007;

N4G, OPAL Gastransport GmbH & Co. KG („OGT“) and Lubmin-Brandov Gastransport GmbH („LBTG“) concluded the Interconnection Agreement for the Interconnection Point Brandov on 1 October 2011;

The public consultation process according to Article 4 of the COMMISSION REGULATION (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules shall be conducted before concluding an interconnection agreement, N4G, GASCADE, ONTRAS, Fluxys Deutschland GmbH (“Fluxys“) and Gasunie Deutschland Transport Services GmbH (“GUD“) (all

¹ IP-Name from the ENTSOG EIC list is “Deutschneudorf EUGAL Brandov”, however, in this document is used the name from the Interconnection Agreement: “Brandov – Deutschneudorf EUGAL”.

hereinafter referred to collectively as “Parties of the GCA”) concluded the pre-agreement on a future Grid Connection Agreement for the Grid Connection Point Brandov – Deutschneudorf EUGAL on 17th December 2019;

After finalization of the consultation process, the Parties of the GCA aim without undue delay and in good faith to take into account the network users’ comments to the published provisions and enter into a Grid Connection Agreement for the Grid Connection Point Brandov – Deutschneudorf EUGAL;

All abovementioned interconnection points are located on the border between the Czech Republic and Germany (GASPOOL market area) and shall be part of the VIP;

According to the Commission Regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems where two or more interconnection points connect the same two adjacent entry-exit systems, the adjacent transmission system operators concerned shall no later than 1 November 2018 offer available capacities at the interconnection points at one Virtual Interconnection Point;

GASCADE, Fluxys, GUD, ONTRAS and OGT have agreed upon the terms of cooperation on the German side of the VIP between the Czech Republic and Germany (GASPOOL market area) and the Parties hereby agree upon the terms of cooperation on the Czech side of the VIP between the Czech Republic and Germany (GASPOOL market area). After establishment of the VIP Brandov-GASPOOL (as defined below), new capacity contracts shall be marketed exclusively therein;

GASCADE, Fluxys, GUD, ONTRAS and OGT agreed that GASCADE shall be the operator of the VIP Brandov-GASPOOL and as such responsible for the marketing of available capacities and the matching process on the German side;

Firm capacities of OGT and LBTG that are exempted from the Regulation are not part of the VIP and will not be marketed at the VIP;

N4G shall be the operator of the VIP Brandov-GASPOOL and as such responsible for the marketing of available capacities and the matching process on the Czech side;

Interconnection agreements for Interconnection Points Brandov – Deutschneudorf EUGAL, Olbernhau II, Brandov-STEAGAL, Hora sv. Kateřiny – direction CZ, Hora sv.

Kateřiny – direction Germany and Brandov shall remain in force with the exception of issues covered by this VIP Agreement.”

Article 1 – Definitions

Definition of the “VIP Brandov-GASPOOL shall be deleted and replaced as follows:

“**VIP Brandov-GASPOOL** shall mean the Virtual Interconnection Point integrating the Interconnection Points Brandov – Deutschneudorf EUGAL, Olbernhau II, Brandov-STEGAL, Hora sv. Kateřiny – direction CZ, Hora sv. Kateřiny – direction Germany and Brandov-OPAL;”

Article 3 – Business rules

3.1. Nomination and Matching Process

Article 3.1.4. of the VIP Agreement shall be deleted and replaced as follows:

“3.1.4. GASCADE declares that according to its agreement concluded with Fluxys, GUD, ONTRAS and OGT it shall receive their Nominations and Renominations for Old Capacity Contracts. GASCADE shall receive Nominations and Renominations for all New Capacity Contracts from the German side. GASCADE shall collect all Nominations and Renominations from the German side assigned to respective IPs or VIP within the VIP Brandov-GASPOOL and differentiated by specific Shipper Code Pairs to perform the Matching Process between N4G and GASCADE.”

Article 4 – Final Provisions

[...]

Annex II – Flow Repartition

[...]

II. Validity of the VIP Agreement and entry into force

[...]

Prague,
NET4GAS, s.r.o

Kassel,
GASCADE Gastransport GmbH
