

Amendment 2
of the Interconnection Agreement Eynatten/Lichtenbusch
in its amended version from the 30th January 2017

in Eynatten

between

Fluxys Belgium S.A.
Avenue des Arts 31
1040 Brussels
Belgium

-hereinafter referred to as "Fluxys"-

and

Fluxys TENP GmbH
Elisabethstraße 11
40217 Düsseldorf
Germany

-hereinafter referred to as "FT"-

and

Thyssengas GmbH
Emil-Moog-Platz 13
44137 Dortmund
Germany

-hereinafter referred to as "TG"-

and

Open Grid Europe GmbH
Kallenbergstraße 5
45141 Essen
Germany

-hereinafter referred to as "OGE"-

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

Preamble

Whereas

Fluxys, FT, TG and OGE concluded an Interconnection Agreement for the Interconnection Point Eynatten on 29 April 2016 in the version of Amendment 1 dated 30 January 2017.

The Interconnection Point Eynatten is located on the border between Belgium and Germany (“NetConnect Germany market area”). In Germany it is connected to the Gas Transmission Grids of OGE, FT and TG, where each TSO offers its capacity separately.

According to the Commission regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems (NC CAM) and repealing Regulation (EU) No 984/2013 adjacent transmission system operators shall offer available capacities at the interconnection points at one Virtual Interconnection Point (“VIP”).

Following the NC CAM regulation the separate available capacities will be virtually combined on the German side as from 01 July 2019. The name of the VIP on the German side will be VIP Belgium-NCG. On the Belgian side it will keep the name currently in use being Eynatten 2.

Article 1 - Definitions

“IA Eynatten”

shall mean the “Interconnection Agreement Eynatten” dated 29 April 2016 in the version of Amendment 1 dated 30 January 2017.

Definitions of IA Eynatten, “Article 1 Definitions” are used in and apply to this Amendment 2 to the IA. This Amendment 2 introduces the following additional definitions:

“Virtual Interconnection Point”

shall mean two or more interconnection points which connect the same two adjacent entry-exit systems, integrated together for the purposes of providing a single capacity service.

“VIP Belgium-NCG ”

shall mean the German Virtual Interconnection Point integrating the network points Eynatten-Raeren (OGE), Eynatten (FT) and Lichtenbusch (TG) on the German side of the border for New Capacity Contracts. The corresponding EIC Code is: 21Z000000000497Z.

“Eynatten”

shall mean the combination of the network point Eynatten 2 (Fluxys) on the Belgian side of the Interconnection Point and VIP Belgium-NCG and the network points Eynatten-Raeren (OGE), Eynatten (FT) and Lichtenbusch (TG) on the German side of the Interconnection Point.

“New Capacity Contracts”

shall mean capacity contracts concluded at VIP Belgium-NCG for transport periods starting 1 July 2019, 6:00 a.m. or later.

“Existing Capacity Contracts”

shall mean capacity contracts concluded at IP Eynatten-Raeren (OGE), Eynatten (FT) or Lichtenbusch (TG) respectively until 1 July 2019, 6:00 a.m. with the exception of day-ahead and within-day capacity contracts for gas day 1 July 2019.

Article 2 - Subject matter of the Amendment

This amendment shall define the rules for the processes and responsibilities for Eynatten which are affected by the implementation of VIP Belgium-NCG. The rules for Nomination, Matching and Allocation of the IA Eynatten as set out in Appendix F.1 and G of IA Eynatten apply for Eynatten, if not otherwise stipulated in this Amendment 2.

On the German side of Eynatten, New Capacity Contracts shall be exclusively marketed at the VIP Belgium-NCG. Existing Capacity Contracts at Eynatten-Raeren (OGE), Eynatten (FT) or Lichtenbusch (TG) shall remain in place on their respective grids at the Interconnection Point during the term of the capacity contract.

Article 3 - Roles at the VIP

OGE is the operator of VIP Belgium-NCG being responsible for the marketing of available capacities, the Matching Procedure, Allocation and all related communication with the network users active at VIP Belgium-NCG, in particular the communication process in case of exceptional events as described in Appendix F3.4 of the IA.

Fluxys remains the operator on the Belgian side.

Article 4 - Nomination and Matching

Deviating from Appendix F.1.3 of IA, only OGE shall operate as Active Transmission System Operator and the rules of F1.3 only apply for the VIP.

Deviating from Appendix F.1.4 of IA, only OGE shall operate as Initiating Transmission System Operator.

OGE is responsible for the Matching Procedure at Eynatten on the German side. To perform the matching with Fluxys, OGE aggregates all Nominations on the German side from the VIP Belgium-NCG and the IP Eynatten-Raeren (OGE), Eynatten (FT) and Lichtenbusch (TG) on shipper code pair level.

OGE and Fluxys can agree separately via written agreement or e-mail on a communication for swaps and OBA corrections.

Article 5 – Operational Balancing Account

The rules from the IA Eynatten stipulated in “Appendix G Allocation of Gas Quantities and Operational Balancing Account” shall apply for Eynatten.

Article 6 – Miscellaneous

This Amendment 2 to the IA shall form an integral part of the IA. All provisions of the IA also govern the relationship of the Parties concerning this Amendment 2 to the IA as far as not otherwise stated here. For the avoidance of doubt, all other provisions of the IA and / or Amendment 1 – as far as not otherwise stated here – are not affected by this Amendment 2 and remain in full force and effect.

This Amendment 2 shall become effective by the signing of all Parties.

In case in the future an additional Interconnection Point is integrated into the VIP, the Parties agree to review the rules of this Amendment 2.