

# **ATTACHMENT H1 – Forms**

## **ATTACHMENT H1.A – SERVICES FORM**

The forms to be used for the subscription of Storage Services and for the use of the Secondary Market are downloadable on the website of Storage Operator: [www.fluxys.com](http://www.fluxys.com).

## ATTACHMENT H1.B – BANK GUARANTEE FORM

*Document to be sent by the bank of the Storage User to  
Fluxys Belgium, Avenue des Arts 31 – 1040 Bruxelles*

### BANK GUARANTEE ON FIRST REQUEST

**Re: Guarantee number** .....

You have concluded an Standard Storage Agreement (SSA) on .....[*Date of the SSA + reference*]  
with “Storage User” .....[*name, address, registration number, VAT number of end consumer*]

for the subscription and use of Storage Services offered by FLUXYS BELGIUM SA/NV.

We refer to the request of “Storage User” ...[*name*].....

to provide a bank guarantee upon first demand in your favour. Pursuant to the  
aforementioned request, we hereby irrevocably undertake to pay you on your first demand,  
irrespective of the validity and the legal effects of the above-mentioned contract and waiving  
all rights of objection and defence arising from said contract, any amount up to  
.....[*amount of bank guarantee*] €.

The amount of the bank guarantee is irrevocably payable to you on your first request, by  
registered letter, up to the amount mentioned in it, without any justification to us, the issuing  
bank, and without any possibility for us to put forward either a refusal from the end  
consumer.

In case of bankruptcy, settlement, winding-up or any other equivalent proceedings instituted  
against the end consumer, the amount of the guarantee will be rightfully due to you.

Our guarantee expires automatically if your written request for payment and your written  
confirmation are not in our possession on or before .....[*date of termination*].


The total amount of this guarantee will be reduced by any payment effected by us  
thereunder.

For the execution of this agreement and any consequences, our bank elects domicile at  
.....[*address + contact services*].

Yours faithfully.


# ATTACHMENT H1.C – SERVICE REQUEST FORM FOR CONTRACTING (SRFC) <sup>1</sup>

**Example: for Long Term Storage Services**

		<b>Storage Services Request Form for Contracting (SRFC)</b>	
<b>1. Storage User Information</b>			
Storage User : ..... Contact Person: ..... Phone: ..... Fax: ..... E-mail: .....			
<b>2. Request for Storage Services under the Subscription Window of MMM YYYY : "Binding Request"</b>			
<b>Start Date</b>		15/04/YYYY	
<b>Number of Contract Years</b>	[ between Y and Y whole years]		
<b>Maximum Request for SBU's</b>	[number of units]		*in multiples of 4 311 SBUs
<b>Minimum Request for SBU's</b>	[number of units]		
<b>Storage User hereby</b>			
<b>Signing Date:</b> .....		<b>Signing Date:</b> .....	
<b>Name :</b> .....		<b>Name :</b> .....	
<b>Position:</b> .....		<b>Position:</b> .....	
<b>Signature:</b> .....		<b>Signature:</b> .....	
<i>By signing this SRFC, Storage User acknowledges and accepts all the provisions of the corresponding TCSW</i>		To be sent by registered mail to <b>Fluxys Belgium SA</b> <b>Mrs. Huberte Bettonville</b> <b>Fax: +32 (0) 2 282 02 50</b> <b>E-mail: info.storage@fluxys.com</b>	

<sup>1</sup> Examples which can be adapted by Storage Operator in line with the offer and allocation of the respective Storage Services

## Example: for Additional Services

	<h3 style="margin: 0;">Storage Services Request Form for Contracting (SRFC)</h3>
<b>1. Storage User Information</b>	
Storage User : ..... Contact Person: ..... Phone: ..... Fax: ..... E-mail: .....	
<b>2. Request for Additional Storage Services (ASS) under the Subscription Window of mmm-yyyy : "Binding Request"</b>	
<b>Start Date</b>	<div style="border: 1px solid black; background-color: #cccccc; padding: 2px 10px;">dd/mm/20xx</div>
<b>End Date</b>	<div style="border: 1px solid black; background-color: #cccccc; padding: 2px 10px;">dd/mm/20xx</div>
<b>Maximum Request for Unit of ASS</b>	<div style="display: flex; align-items: center;"> <div style="flex: 1;">[number of units]</div> <div style="border: 1px solid black; background-color: yellow; width: 100px; height: 20px; margin: 0 5px;"></div> <div style="font-size: small;">*in multiples of XX units</div> </div>
<b>3.Storage User hereby</b>	
<b>Signing Date :</b> .....	<b>Signing Date:</b> .....
<b>Name :</b> .....	<b>Name :</b> .....
<b>Position :</b> .....	<b>Position:</b> .....
<b>Signature :</b> .....	<b>Signature :</b> .....
By signing this SRFC, Storage User acknowledges and accepts all the provisions of the corresponding TCSW	
To be sent by registered mail to <b>Fluxys Belgium SA</b> <b>Mrs. Huberte Bettonville</b> <b>Fax: +32 (0) 2 282 02 50</b> <b>E-mail: info.storage@fluxys.com</b>	

## ATTACHMENT H1.D – SERVICE CONFIRMATION FORM FOR CONTRACTING (SCFC)<sup>2</sup>

### Service Confirmation Form for Contracting (SCFC)



Storage User Name:	
Commercial Reference:	

Storage Services at Storage Installation of Loenhout	Number of Units	Initial Tariff (in EUR)	Start date	End date
SBU (Standard Bundled Unit)	XXX		15/04/YYYY	
DAM / NNS membership	YES / NO		16/04/YYYY	

**Storage User:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

**Fluxys Belgium:**

Date: \_\_\_\_\_

Name: **Huberte Bettonville**

Position: **Director Commercial Regulated**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: **Pascal De Buck**

Position: **Member of the Executive Board**  
**General Director Commercial**

Signature: \_\_\_\_\_

<sup>2</sup> Example which can be adapted by Storage Operator in line with the offer and allocation of the respective Storage Services

## ATTACHMENT H1.E – SERVICES REQUEST FORM FOR ASSIGNMENT (SRFA)

### SERVICES REQUEST FORM for ASSIGNMENT (SRFA)

<b>To Fax reference</b>	Storage Operator	<b>Copy to Fax</b>	Assignee or Assingor
<b>From Our reference Tel Fax</b>	Assignor or Assignee	<b>N° of pages</b>	
<b>Date / time</b>	dd/mm/yyyy hh:mm		
<b>Subject</b>	Secondary market for Storage : Services Assignment Request		

Dear,

Hereby Storage Operator confirms the Storage Service Assignment from (Assignor) to (Assignee) with the following characteristics:

<b>Service</b>	Injection / Storage / Withdrawal / ....	
<b>Nature</b>	Firm /Conditional /....	
<b>Quantity assigned</b>	XXX	UNIT
<b>Unit Price</b>	XXX	€
<b>Assignment Start date</b>	From dd/mm/yyyy	
<b>Assignment End date</b>	To dd/mm/yyyy	
<b>Type of Assignment</b>	in accordance with Attachment 1 article 17.9 of the SSA	
<b>Assignee</b>	Company	

*Rights and obligations related to this service will be transferred from Assignor to Assignee during this Assignment period in accordance with the attachment 1 article 17.9 of the SSA*

Best regards,

(Signature Assignor)	name	function

(Signature Assignee).	name	function

*yellow fields shall be filled in*

# ATTACHMENT H1.F – SERVICES CONFIRMATION FORM FOR ASSIGNMENT (SCFA)

## SERVICES CONFIRMATION FORM for ASSIGNMENT (SCFA)

<b>To</b>	Assignor	<b>Copy to</b>	Assignee
<b>Fax</b>		<b>Fax</b>	
<b>Your reference</b>			
<b>From</b>	Storage Operator	<b>N° of pages</b>	
<b>Our reference</b>			
<b>Tel</b>			
<b>Fax</b>			
<b>Date / time</b>	dd/mm/yyyy hh:mm		
<b>Subject</b>	Secondary market for Storage: Services Assignment Confirmation		

Dear,

Hereby (Assignor) requests Storage Operator for a Storage Service Assignment from (Assignor) to (Assignee)

Service	Injection / Storage / Withdrawal / ....
Nature	Firm /Conditional /....
Quantity assigned	XXX
Price	XXX
Assignment Start date	From dd/mm/yyyy
Assignment End date	To dd/mm/yyyy
Type of Assignment	in accordance with Attachment 1 article 17.9 of the SSA

*Rights and obligations related to this service will be transferred from Assignor to Assignee during this Assignment period in accordance with the attachment 1 article 17.9 of the SSA*

Best regards,

(Signature Assignor)	name	function

(Signature Assignee).	name	function

*yellow fields shall be filled in*

## ATTACHMENT H1.G – ADDITIONAL CONDITIONS GAS PLEDGE

### 1. DEFINITIONS

#### 1.1 Definitions

- (a) Unless expressly defined in this attachment, words and expressions used in this attachment shall have the same meaning as set out in the Standard Storage Agreement.
- (b) In addition, following definitions specifically apply to this attachment:

**Secured Obligations** means in relation to the Storage User, all present and future obligations and liabilities, whether actual or contingent, whether owed jointly or severally, of the Storage User to the Storage Operator under or in connection with this Standard Storage Agreement as amended from time to time.

**Security** means any mortgage, pledge, floating charge (*gage sur fonds de commerce/pand op handelszaak*), right of retention, privilege, right of set-off or other third party right or interest including assignment by way of security, reservation of title or any other security interest of any kind however created or arising or any other agreement or arrangement (including a sale and repurchase agreement) that has a similar effect.

### 2. REPRESENTATIONS AND WARRANTIES

#### 2.1 Representations and warranties of the Storage User

The Storage User represents and warrants to the Storage Operator that, on the date on which the Gas Pledge is created in accordance with Article 14.3 of the Standard Storage Agreement:

- (a) it owns the Pledged Natural Gas free and clear of any Security, other than the Gas Pledge and by operation of law. There is no floating charge (*gage sur fonds de commerce/pand op handelszaak*) or similar foreign law security in existence on its business, nor any mandate to create the same;
- (b) the Pledged Natural Gas is not subject to any seizure (*saisie/beslag*) or other enforcement measure;
- (c) the Gas Pledge does not violate any contractual or other obligation binding upon the Storage User; and
- (d) the Gas Pledge constitutes legally binding obligations for the Storage User, enforceable in accordance with its terms and creates a valid first ranking pledge (*gage de premier rang/pand in eerste rang*) over the Pledged Natural Gas.

#### 2.2 Continuing representations and warranties

The representations and warranties contained in Article 2.1 (*Representations and Warranties*) are made on the date on which the Gas Pledge is created in accordance with Article 14.3 of the Standard Storage Agreement and are deemed to be repeated so that they remain accurate at any time until the Gas Pledge shall have been finally discharged in accordance with Article 5 (*Discharge of the Gas Pledge*).



### **3. UNDERTAKINGS**

#### **3.1 Undertakings of the Storage User**

- (a) The Storage User procures that no executory seizure (*saisie exécutoire/uitvoerend beslag*) shall be made on the Pledged Natural Gas, and that any conservatory seizure (*saisie conservatoire/bewarend beslag*) thereon shall be lifted within thirty (30) Business Days of its first being made.
- (b) The Storage User shall cooperate with the Storage Operator and within three (3) Business Days of such request sign or cause to be signed all such further documents and take all such further action as the Storage Operator may from time to time reasonably request to:
  - (i) create, perfect and protect the Gas Pledge whether under Belgian law or under any other law that may be applicable;
  - (ii) facilitate the enforcement of the Gas Pledge or the exercise of any rights vested in the Storage Operator; and
  - (iii) carry out the provisions and purpose of the Gas Pledge.
- (c) The Storage User undertakes to make the Gas Pledge enforceable against third parties. All costs related thereto, including the costs for the creation, shall be borne by the Storage User. If the Storage Operator has advanced such costs, the Storage User undertakes to reimburse such costs to the Storage Operator within ten (10) Business Days.

#### **3.2 Negative undertakings**

The Storage User undertakes not to:

- (a) create or permit the existence of any Security (other than the Gas Pledge) in respect of the Pledged Natural Gas or any part thereof (irrespective of whether such Security would rank behind the Gas Pledge); and
- (b) take any action that could negatively influence the Gas Pledge or its value.

### **4. SCOPE OF THE GAS PLEDGE**

#### **4.1 Continuing security**

- (a) The Gas Pledge shall be a continuing security, shall remain in force until expressly released in accordance with Article 5 (*Discharge of the Gas Pledge*), and shall in particular not be discharged by reason of the circumstance that at any time no Secured Obligations exist or are due.
- (b) The Storage Operator may at any time without discharging or in any way affecting the Gas Pledge:
  - (i) grant the Storage User any time or indulgence;
  - (ii) concur in any moratorium of the Secured Obligations;
  - (iii) amend, including by novation, the terms and conditions of the Secured Obligations;

- (iv) abstain from taking or perfecting any other security and discharge any other security; and
- (v) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right of recourse.

#### **4.2 Preservation of the Gas Pledge**

In the event of an assignment, transfer, subrogation or novation of all or any of the rights and obligations under the Standard Storage Agreement, including (without limitation) for the purpose of article 1278 of the Belgian Civil Code, the Storage Operator shall preserve all of its rights with respect to the Pledged Natural Gas (including, for the avoidance of doubt, for the benefit of any transferee), so that the security created by this Gas Pledge shall be automatically transferred to the assignee or transferee or, as the case may be, remain with the Storage Operator.

### **5. DISCHARGE OF THE GAS PLEDGE**

- (a) The Gas Pledge shall be discharged by, and only by, the express release thereof granted by the Storage Operator or by means of a final court decision which can no longer be appealed ordering the release of the Gas Pledge.
- (b) The Gas Pledge shall be released six (6) months after the Storage Operator has declared that all Secured Obligations have been fully and finally discharged and there is no possibility of any further Secured Obligations coming or re-entering into existence.
- (c) Any release or discharge of the Gas Pledge shall be null and void and without effect if any payment received by the Storage Operator and applied towards satisfaction of all or part of the Secured Obligations:
  - (i) is avoided or declared invalid as against the creditors of the maker of such payment; or
  - (ii) becomes reimbursed by the Storage Operator to a third party; or
  - (iii) proves not to have been effectively received,

and the Storage Operator shall be entitled to enforce the Gas Pledge as if such release or discharge had not occurred.

### **6. DUTIES OF THE STORAGE OPERATOR**

- (a) Neither the Storage Operator nor its officers, directors, employees or any party acting as attorney in its name and on its behalf shall be liable for any acts or omissions with respect to the enforcement of the Gas Pledge or the losses arising in connection with the exercise of any of its rights, powers and discretions under the Standard Storage Agreement, save for liabilities and expenses arising from its gross negligence (*faute lourde/zware fout*) or wilful misconduct (*fraude/bedrog*).
- (b) The Storage Operator shall not be under any obligation to take any steps necessary to preserve any rights under the Gas Pledge against any other parties but may do so at its option.

## **7. WAIVER**

No failure or delay by the Storage Operator to exercise any right, power or remedy under the Standard Storage Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right under the Standard Storage Agreement exclude the further or other exercise of such right or any other right under the Standard Storage Agreement by the Storage Operator. The remedies provided in this agreement are cumulative and are not exclusive of any remedies provided by law.

## **8. MISCELLANEOUS**

- (a) In case of enforcement, the Storage Operator shall address a petition to the Presiding Judge of the Commercial Court to obtain the authorisation to sell the pledge. For reasons of objectivity, non-discrimination and transparency the Storage Operator shall indicate in such petition that it prefers a public sale on the gas market [Hub-ZTP].
- (b) The Storage Operator shall reasonably aim to achieve that the value of the quantity of the Pledged Natural Gas expressed in MWh which shall be sold in case of enforcement, shall at least be equal to the amount of the payable invoices of the Storage User after completion of the sales.
- (c) The Storage Operator shall offer the Pledged Natural Gas of the Storage User on the gas market [Hub-ZTP] in negotiable parts going from 1 000 MWh to 5 000 MWh on a daily basis (unless otherwise determined on the basis of the market conditions then in force), and during the number of days necessary to settle the amount of the payable invoices.

## **9. APPLICABLE LAW**

For the sake of clarity, the Gas Pledge and the enforcement of the Gas Pledge shall be governed by and interpreted in accordance with the laws of Belgium.