

Consultation Document
for the Incremental Capacity Process 2021
for the Market Border Area between BeLux
(ZTP) and Trading Hub Europe (THE)

18th of January 2022

This report is a joint assessment of the potential for incremental capacity projects conducted by:

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I. Introduction

Having concluded phase 1 of the incremental capacity process in 2021, as laid down in Regulation (EU) 2017/459 (Network Code on Capacity Allocation Mechanisms; hereafter referred to as “NC CAM”), the affected TSOs on the BeLux market area and the joint German market area Trading Hub Europe (THE) initiated the project design phase (phase 2). The demand assessment report for incremental capacity 2021 (published 25 October 2021) shows a sustained demand on the German side of the market area border.

For the entry-exit-systems the following conclusion for the (non)-initiation of an incremental capacity project/process has been drawn:

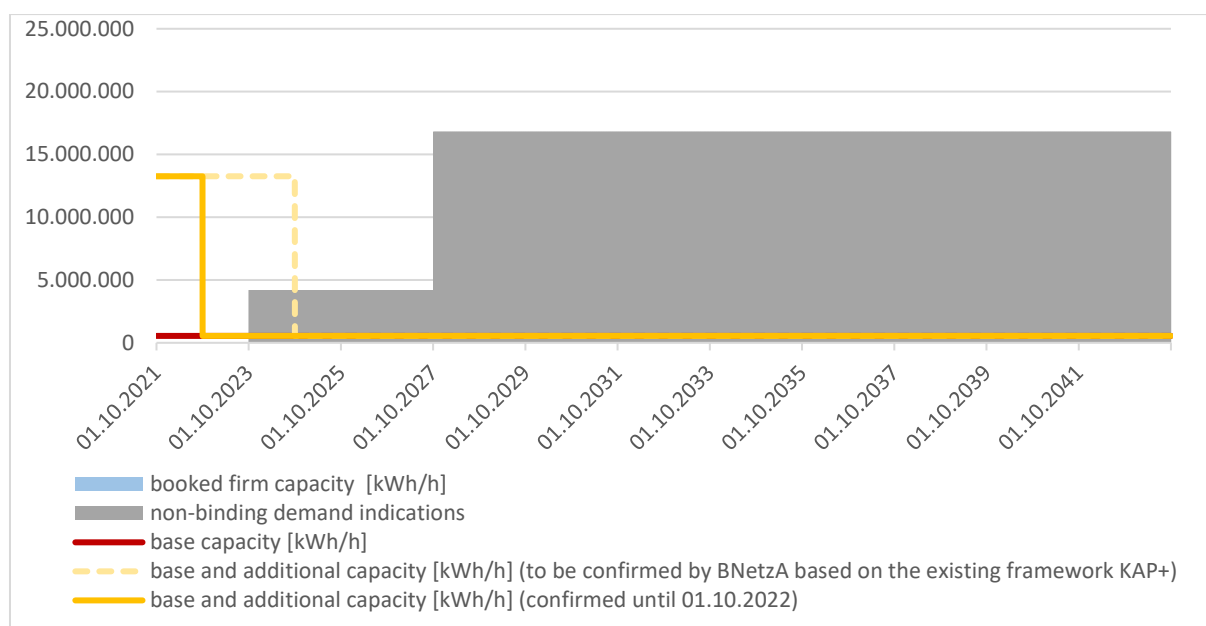


Figure 1: Entry Trading Hub Europe

The above shown chart indicates that the requested incremental capacity is higher than the technical capacity available at the market area border.

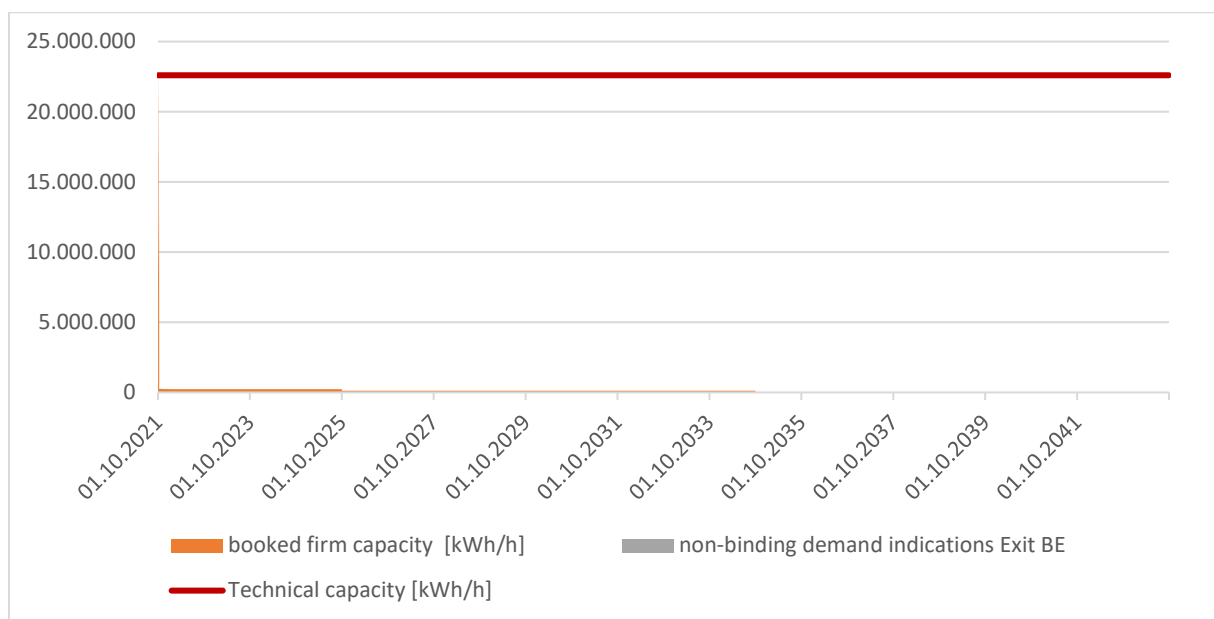


Figure 2: Exit BeLux market area

The above shown chart indicates that a sufficient amount of exit capacity is available (22,600 MWh/h) at the BeLux side of the market area border to THE, which exceeds the demand for incremental capacity.

Therefore, the conclusion of the market demand assessment report was that German TSO's Fluxys TENP, GASCADE, Open Grid Europe und Thyssengas (hereafter referred to as the involved TSO) had to start a project for incremental capacity. Whereas Fluxys Belgium did not have to initiate a project.

For this incremental capacity project, technical studies are conducted for potentially all Interconnection Points (IPs) of the entry-exit system border for which the project was initiated. Economical aspects as well as grid topology aspects are considered. After finishing the technical studies, the involved TSO's started designing a coordinated offer level to enable bundled products also including the identified incremental capacities.

The present consultation report is a joint report of the involved TSO's. All required elements for the market consultation regarding this incremental capacity project are taken into consideration and are described in this report.

In accordance to the KAP+ decision ("Approval of an overbooking and buy-back system of the transmission system operators for the offer of additional capacity in the Germany-wide market area" Ref.: BK7-19-037), a distinction must be made between base and additional capacities. According to KAP+, additional capacities can only be marketed for a maximum period of two gas years in advance. The current KAP+ decision only valid for a "test phase" until 01 October 2024. Beyond this date, there is currently no regulation for dealing with additional capacities, so that only existing base capacities can marketed for a term of up to 15 years in accordance with NC CAM Art. 11 Paragraph 3 Sentence 1.

Without considering the described restrictions of the currently applicable regulatory framework, up to 13.6 GWh/h technical entry capacity of the 16.8 GWh/h requested incremental capacity would be available at the VIP THE-ZTP (base and additional capacity). Assuming a continuation of the overbooking and buy-back system or a comparable model after 01 October 2024, it would be possible to provide a vast majority of the requested entry capacities without additional infrastructure expansions.

According to the current regulations, a consideration of additional capacities is not possible for a complete provision of the requested 16.8GWh/h and the associated expansion measures. The required expansion measures are described below.

II. Measures on the German side of the market area border

1. Project proposal

All expansion measures of the project proposal are shown in Figure 3. The basis of the proposed expansion measures is the infrastructure contained in the Network Development Plan Gas 2020-2030 (published on 26 May 2021; hereinafter "NDP"). The investment costs are indicative estimates. In addition to the investment costs, there are operating costs. These include, among others, procurement costs for fuel gas, consisting of commodity, natural gas tax and CO₂ costs or corresponding costs in the case of compression on the basis of an electrically driven compressor.

Incremental Capacity Cycle 2021-2023

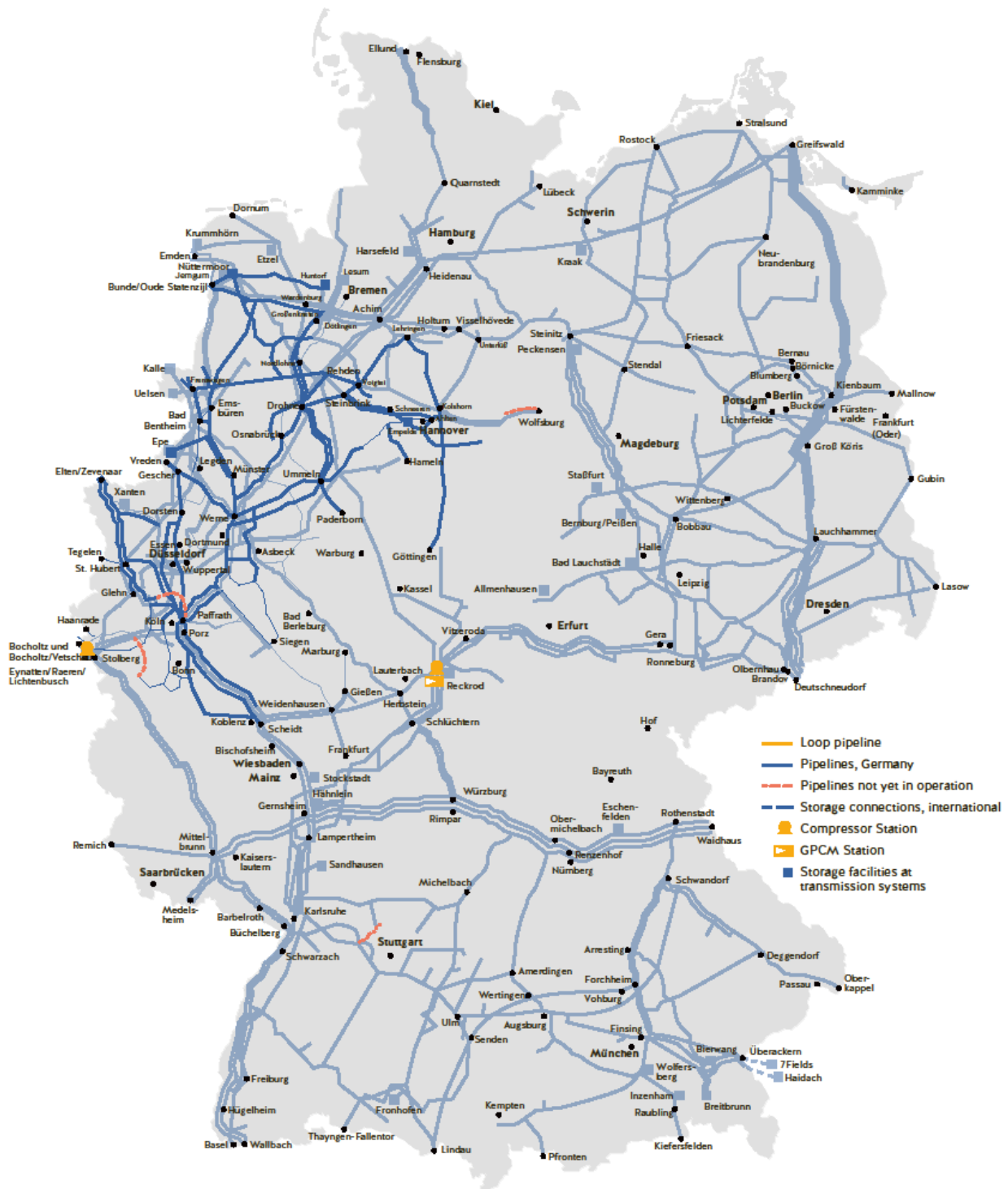


Figure 3: Expansion measures

For the market area border ZTP-THE, technical studies were carried out based on the non-binding request presented in the market demand assessment report. In this incremental capacity request, a capacity demand indication of 4,200,000 kWh/h (2023/24-2026/27) and

16,800,000 kWh/h (2027/28 - 2043/44) has been stated. These values were used for the technical studies.

Due to the time needed for the incremental capacity process and the time required for the permitting and the construction of the needed assets, the measures needed to provide the capacity will probably only be completed in the period in which the higher level of demand for incremental capacity is requested. Therefore, it is assumed in the following that the capacity of 16,800,000 kWh/h will be fully provided from gas year ("GY") 2030/31.

The networks of the involved TSOs are connected to the transmission network of Fluxys Belgium via the IP Eynatten 1 (GASCADE) as well as the VIP Belgium-NCG (Eynatten-Raeren (OGE), Eynatten (Fluxys TENP) and Lichtenbusch (Thyssengas)).

To be able to provide firm freely allocable entry capacity (FZK) in the THE market area throughout Germany in accordance with the request, the following expansion measures are necessary:

- A further compressor unit with a drive capacity of approx. 13 MW at the existing compressor station in Würselen. The CAPEX for this expansion measure amount to approx. € 68 million. The annual drive energy costs are around € 6.1 million/year.
- A further compressor unit at the existing compressor station in Reckrod with a drive power of approx. 16 MW. The CAPEX for this expansion measure amount to approx. € 67.5 million. The annual drive energy costs are approx. € 7.7 million/year.
- A new GPRM facility is required at Reckrod with a capacity of approx. 1,050,000 Nm³/h. The CAPEX amount to approx. € 10.6 million.

Furthermore, additionally annual drive energy costs for existing compressor stations of € 14.3 million/year are assumed.

Since the original request started from GY 2023/24, but no incremental capacities can be offered at this date, the possibility of realising an early offer of capacities (before completion of the expansion measures) corresponding to the first demand level by means of relocation of firm capacities between different entry points of the TSOs can be examined in the context of the approval process in accordance to Section 9 (4) GasNZV. In this context, a possible reallocation potential for the GY 2023/2024 will be examined in 2022. At this stage, the TSOs are not able to give an indication of the relocation potential, nor of the influence of a potential relocation of base capacities on the capacity requirements expressed in the context of this process.

2. Offer level

The economic test pursuant to Art. 22 NC CAM determines whether the present value of the total revenues from binding commitments of network users for contracting capacity in July

2023 (“revenues”) in the offer level are at least equal to the present value of the estimated increase in the TSOs’ allowed revenue included in the offer level as defined by the f-factor (“costs”).

Product design

As defined in Art. 3 (5) NC CAM, an offer level means the sum of available capacity and the incremental capacity. In conjunction with Art. 29 (1) NC CAM, an offer level may possibly have to contain several standard bundled capacity products (e.g. in the event of more than two relevant network interconnection points (IP) between market areas). The relevant capacities will be published in May 2023 as standard products for each GY, VIP and product. The offer level is published on the website www.fnb-gas-capacity.de. The offer level includes all incremental capacity products as well as the existing capacity products which have to be fully booked as a prerequisite for initiating the economic test.

Marketing horizon

In accordance with Art. 11 (3) second sentence NC CAM, offer levels that include incremental capacity can be offered and booked for a period of up to 15 gas years after the projected start of operational use of the incremental capacity products. In this case, this corresponds to the period from GY 2030/2031 up to and including GY 2044/2045.

Allocation methodology for existing products

In the marketing of the annual capacities in 2023 the TSO are planning to market the existing capacity outside of the offer levels for at least the following five years. The existing capacities, which are relevant for the allocation of the offer level, will however be offered in the offer level including incremental capacity to be created.

Concrete Offer level

Offer Level 1 is shown in Annex 2. The offer level includes the following products:

1. Existing capacity products
 - a. VIP ZTP-THE
 - i. FZK
2. incremental capacity products
 - a. VIP ZTP-THE
 - i. FZK

The incremental capacity shall be entirely offered as a bundled product with the capacities from Fluxys Belgium.

3. Alternative allocation mechanism

The involved TSO abstain from an application of an alternative allocation mechanism for the acquisition of incremental capacity according to Art. 28 (1) (f) NC CAM. Based on a common decision, the network operators will apply the standard auction procedure for the acquisition of incremental capacity in 2023.

4. Provisional Timeline

All above mentioned projects will be initialized after the annual auction in July 2023. All technical measures are expected to be operational by 01 October 2030 if the economical test is passed after the auction.

The following steps of the incremental process can be described as follows:

Start Date	End Date	Beschreibung
18.01.2022		Publication of the consultation documents
18.01.2022	18.03.2022	Public consultation
18.03.2022	03.09.2022	Planning of the offer levels by the TSOs in close cooperation with the national regulatory authorities (NRA)
04.09.2022		Submission of the project proposal to the NRA
05.09.2022	05.03.2023	Evaluation of the project proposal by the NRA
05.03.2023		Approval and publication of the required parameters by the NRA pursuant to Art. 28 (1) NC CAM
05.03.2023	03.05.2023	Adaptation of the offer levels by the TSOs in consideration of the requirements of the NRA
03.05.2023		Publication of the approved parameters, the capacity products and the template of the contract(s) for the capacities offered within the framework of the network expansion project
03.07.2023		Annual auction/Economic test

Table 1: Provisional timeline

The stated dates have provisional character and are therefore subject to change.

If the economic test is positive, the respective capacity will be included in the national development process for the national development plan NDP Gas 2024-2034 and will be considered in its scenario framework and the (national) modelling.

5. Additional General Terms and Conditions

The draft of the additional GT&C is as Annex 1 attached to this consultation document.

6. IND and RP according NC TAR

Since there is a floating price regime in Germany, the fixed price is not applicable.

7. Economic test

The BNetzA has developed and issued a calculation tool for the economic test pursuant to Art. 22 NC CAM (hereinafter: the “BNetzA tool”¹) with the intent of increasing transparency. This was used by the TSOs for the calculations set out below.

The BNetzA tool contains mathematical analyses for determination of the f-factor. The f-factor is calculated pursuant to point (a) of Art. 22 (1) NC CAM as the ratio of the present value of the binding commitments of network users to contract capacity over the time horizon of the first yearly auction in which the incremental capacities were offered to the present value of all expected commitments of network users to contract the pertinent capacities.

According to operative part 1 of the BNetzA decision (file number BK9-17/609) entitled INKA, the economic test for each offer level of a project for incremental capacity is carried out by the BNetzA in accordance with Art. 22 NC CAM. In Part II of the determination decision, the BNetzA states that the economic test is an element of the project proposal and that all fundamental questions of the economic test must be clarified therein. The following fundamental questions of the economic test have still to be defined:

The TSOs therefore submit the application to the BNetzA for the following procedure for conduct of the economic test:

Derecognition requirement of existing capacity products

Pursuant to Art. 22 (1) lit. a Subclause i NC CAM the binding requested incremental capacities to be created and pursuant to Art. 22 (1) lit. a Subclause ii NC CAM the binding requested existing capacities should flow into the economic test.

As a prerequisite for the start of the economic test and in order to ensure an efficient network expansion it has to be examined in coordination with the BNetzA whether the available capacity products (existing capacity) have been derecognized in the respective GY pursuant to the project application. If the existing capacity has been derecognized in the respective GY the quantity of the binding requested incremental capacity in (kWh/h)/annum per GY shall be included in the BNetzA-Tool for testing the economic value. If the existing capacity has not been derecognized in a GY the prerequisite for conducting the economic test has not been fulfilled for this GY. No quantities will be entered in the economic test for the respective GY.

The information regarding the booking situation of the existing capacities will be made available to the BNetzA by the concerned TSO. The examination whether the condition of the

¹It can be found at:

https://www.bundesnetzagentur.de/SharedDocs/Downloads/DE/Sachgebiete/Energie/Unternehmen_Institutionen/NetzentwicklungUndSmartGrid/Gas/IncrementalCap/Kalkulationstool.xlsm;jsessionid=FCAE5FBA91FA56E027B0A347943DDE75?__blob=publicationFile&v=4

derecognition of the existing capacity has been fulfilled in the respective GY shall be carried out by the BNetzA.

Estimated reference price

The current forecast of the reference price for freely allocable capacity of the market area THE for the year 2023 is € 3.73/(kWh/h)/year published on 11 September 2020 with the BNetzA decision REGENT 2021. This reference price is used solely for the economic test and does not become part of the contract.

Cash value of the estimated increase in allowable revenue

The present value of the estimated increase in revenue cap depends on the amount and timing of the costs allocated to the project. The present value of the estimated increase in revenue cap is € 466,187,909.

Mandatory minimum premium

The obligatory minimum premium to be applied shall be € 0/kWh/h/a.

Auction premium according to Art. 22 (1) lit. a NC CAM

The auction of incremental capacities to be built according to Art. 29 (1) NC CAM makes use of the algorithm for multi-step, ascending price auctions pursuant to Art. 17 NC CAM. It is possible that this will result in an auction premium. This will be known after the 2023 annual auctions. For this reason, it was not included in the calculation of the f-factor, but pursuant to Art. 22 (1) lit. a NC CAM, it must be entered in the economic test.

f-factor

The f-factor for each offer level shall be set by the national regulatory authority, taking into account the following (Art. 23 (1) NC CAM):

- a) the amount of technical capacity set aside in accordance with Art. 8 (8) and (9) NC CAM;
- b) positive externalities of the incremental capacity project on the market or the transmission network, or both;
- c) the duration of binding commitments of network users for contracting capacity compared to the economic life of the asset;
- d) the extent to which the demand for the capacity established in the incremental capacity project can be expected to continue after the end of the time horizon used in the economic test.

The proposed f-factors were determined as follows:

- a) Pursuant to Art. 8 (8) NC CAM and BNetzA decision BK7-15-001 (KARLA Gas), technically available capacity is retained in the amount of 20 percent of the incremental technical capacity contained in the pertinent offer level. It is assumed here that the retained capacities will be fully booked in subsequent years as part of the marketing of the capacities and will therefore also be booked.

The TSOs involved invite the market to share their opinion if they have verifiable information on the matter leading to a different assessment of the expected capacity bookings.

- b) No other positive external effects have been evaluated.
- c) Pursuant to Art. 11 (3) NC CAM, offer levels for incremental capacities can be offered in yearly auctions for a maximum period of 15 years after the start of operational use.

For the period from GY 2030/2031 up to and including GY 2044/2045, it was assumed that the incremental capacities offered in the 2023 annual auction would be fully booked.

The start of operational use is scheduled for GY 2030/31. The economic useful lives of the assets were determined in accordance with the regulatory depreciation periods. The investments described above relate to both compressor stations and GPRM facilities. As a result, a normal useful life of 25 years is assumed for compressor stations and 45 years for GPRM facilities in accordance with the Gas Network Charges Regulation (Gasnetzentgeltverordnung; GasNEV). The start of operational use is scheduled for 2030; the end of operational use is assumed for the time being in 2074.

Since the original request for incremental capacity included 20 years of usage there seems to be a clear demand for long term capacity bookings. Therefore, the TSO assume that the offered capacity will be booked for 5 additional years in full extend and for additional 5 years in the amount of 50 percent.

The TSOs involved invite the market to share their opinion if they have verifiable information on the matter leading to a different assessment of the expected capacity bookings.

- d) The decisive year for the determination of the time horizon of the commercial useful life and the economic test is 2074. No bookings were taken into consideration for the period of time from 2055/56.

Based on the described assumptions the proposed f-factor, determined using the BNetzA-Tool, shall be 0,61.

8. Received additional Demand Indication

No further non-binding demand indication has been received after the deadline.

9. Impact on Usage of Gas Infrastructure

No particular negative or positive impacts on the usage of the existing gas infrastructure in Germany are expected.

III. Contact information

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Annex 1: Supplementary terms and conditions

Published contracts and other documents are legally binding exclusively in the German language version. Translated contracts and documents such as these General Terms and Conditions serve for informational purposes only. Therefore, the German text of the General Terms and Conditions shall take precedence over any translated version in case of a contradiction between the German and the translated text. Any translated version may not be used for interpretation of the German version.

Supplementary Terms & Conditions of XXX for Incremental Capacity Contracts effective from xx xxxx xxxx

These Supplementary Terms & Conditions of Business (set out herein ('STCs')) shall apply in addition to the General Terms & Conditions of XXX ('TSO') dated XX XXXX XXXX ('GTCs') and provide modifications and additions for marketing incremental capacity ('Incremental Capacity') as defined in Article 3 (1) of Regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 ('NC CAM').

Section 1 General Background, Scope of Application

1. The TSO has planned and consulted projects for incremental capacity acc. to Article 27 et. seq. NC CAM based on the market demand assessment at the interconnection points mentioned therein. The German national regulatory authority Bundesnetzagentur ("Federal Network Agency") has approved these projects pursuant to Article 28 of the NC CAM and published the corresponding decisions. The incremental capacity will, be offered together with the available capacity ('existing capacity') as bundled standard capacity products at a harmonized offer level in the annual yearly capacity auction, in accordance with Art. 29 NC CAM.
2. These STCs apply to all entry or exit contracts that contain incremental capacities. If an entry or exit contract contains both incremental capacity as well as existing capacity, these Supplementary Terms and Conditions shall also apply to the existing capacity.
3. As long as no provisions that supplement or differ from the General Terms and Conditions of Service are concluded in these STCs, the provisions set out in the TSO's GTCs shall also apply to incremental capacity.

Section 2 Conclusion of Contract

1. An entry or exit contract for incremental capacity will be concluded between the TSO and a shipper (“Shipper”) in accordance with section 1 paragraph 2 of the GTCs once the Shipper has been allocated Incremental Capacity, subject to the provision that, in accordance with sentence 3 of Article 17(21) NC CAM, the shipper will be allocated incremental capacity according to the offer level offering the largest amount of capacity that resulted in a positive economic test according to Article 22 (3) NC CAM.
2. The allocation results will be published by the TSO in accordance with Article 11 (10) NC CAM.

Section 3 Tariffs

1. The term “tariff” within the meaning of section 25 of the GTCs shall mean the future tariffs as determined in accordance with regulatory requirements or as approved by the relevant regulatory authority and shall include all other fees or charges or elements thereof specified in section 25 paragraph 1 of the GTCs, including auction premiums, minimum mandatory premiums pursuant to Article 33 of Commission Regulation (EU) 2017/460 of 16 March 2017 establishing a network code on harmonised transmission tariff structures for gas, and any future levies applicable during the relevant contract period as published in the TSO’s price sheet on the TSO’s website. “contract period” shall mean the period of time during which TSO’s and Shipper’s rights and obligations under the relevant entry or exit contract as set out in sections 3 and 4 of TSO’s GTCs are in effect.
2. For the purposes of auctions, the TSO will use its current specific capacity tariff as determined in accordance with regulatory requirements and as applicable at the time of each auction. In no event, however, shall the current specific capacity tariff of the TSO in accordance with sentence 1 of this paragraph be construed as constituting an agreement between the parties on the capacity tariff payable during the relevant contract period, and it shall not be deemed to provide any indication as to the level of the tariffs within the meaning of paragraph 1 above actually payable by and to be charged to the shipper during the relevant contract period. The specific capacity tariff payable during each contract period shall be agreed between the TSO and the shipper for the period from 1 October to 31 December in any relevant year and from 1 January to 30 September in any relevant year, respectively, based on the future tariffs as determined in accordance with regulatory requirements or as approved by the relevant regulatory authority. For the avoidance of doubt, the publication of new tariffs shall not be construed as a tariff change within the scope of sentence 1 of section 25 paragraph 3 and section 25 paragraph 4 of the GTCs. Notwithstanding sentence 1 above, any auction premium payable as a result of an auction shall be deemed to have been agreed between the TSO and the shipper in the framework of the auction.

3. In deviation from section 25 (3) of the GTCs, the shipper shall have the right to terminate any entry or exit contract following publication of the tariffs applicable during the respective contract period, which is calculated and contracted in accordance with Section 3 paragraph 1 of this STC, with effect for the following contract period by giving at least 10 business days' prior notice ahead of the start of that following contract period, provided the specific capacity tariff determined and agreed pursuant to Section 3 paragraph 1 of this STC above exceeds the maximum permitted tariff as stated for the contract period in question in annex 1 to the STCs set out herein ('Shipper's exceptional termination right.') The shipper's exceptional termination right pursuant to sentence 1 of this paragraph shall only apply for the respective contract period as defined in paragraph 1 above to which the published tariffs apply.
4. If the shipper has the right to terminate the respective entry or exit contract for any contract period under paragraph 3 above, the shipper may terminate that entry or exit contract for that entire calendar year or in part as measured in relation to the amount of capacity the shipper has booked thereunder. In case the shipper wishes to terminate an entry or exit contract in part as provided in sentence 1 of this paragraph, the shipper must reduce the booked amount of capacity uniformly for the respective contract period.

Section 4 TSO's and Shipper's Rights and Obligations

1. The TSO shall take all commercially reasonable measures necessary
 - a. to ensure that the incremental capacity allocated to the shipper will be duly made available to the shipper by the start of the contract period, and
 - b. to coordinate the commissioning of the infrastructure required for the incremental capacity with adjacent network operators and to the extent necessary.
2. In determining whether a measure can be deemed commercially reasonable within the meaning of paragraph 1 above the parties shall in particular, without limitation, give consideration to the required public permits and/or approvals and the additional requirements, ancillary provisions and instructions (if any) imposed or given by the competent authorities as well as the applicable regulatory framework and the generally accepted principles for compensating owners and third parties holding rights of use as developed on the basis of the applicable case law.
3. If during the course of the network development project carried out under the responsibility of TSO it should become apparent that any incremental capacity allocated to the shipper cannot be made available at the agreed interconnection point by the start of the relevant contract period but only at a later date, then the booked entry and exit contracts will be reduced in accordance with section 18 of the GasNZV pro rata to the part of the existing capacity, provided that the entry or exit contract concerned contains both

incremental capacity as well as existing capacity. Once the TSO has obtained reliable information about any such delay, the TSO shall notify the shipper thereof without undue delay in a text form specifying on which date the incremental capacity can be provided and to which extent the booked existing capacity can be provided at the beginning of the contract period of the entry or exit contract. For the time as the delay continues both TSO's obligation to make incremental capacity available to the shipper and the shipper's obligation to pay the agreed tariffs for the part of the entry or exit capacity, which is affected by the delay, shall be suspended. If the TSO is not responsible for the delay, the shipper shall be obliged to participate in the auctions at the relevant interconnection point as soon as possible in order to book capacity immediately after the initial marketing period of the incremental capacity in accordance with Article 11 paragraph 3, second sentence NC CAM, as appropriate to the size and the period of the entry or exit contracts affected by the delay. The obligation of the shipper is also considered fulfilled if the incremental capacity is assigned to a third party. Neither Party shall have any further claims or remedies against the other party in relation thereto.

4. In the event that any capacity to be provided at any other interconnection point upstream or downstream from the respective interconnection point operated by the TSO, is not available by the start of the relevant contract period, this shall not release the shipper from any of its contractual obligations. In particular, without limitation, the shipper shall continue to be obliged to pay the tariffs agreed under the relevant entry or exit contract. In this case, the shipper shall not be entitled to rescind the entry or exit contract in question or to terminate it in any other way. The upstream and downstream capacities at interconnection points within the meaning of this paragraph 4 sentence 1 also include the capacities on the other side of the respective interconnection point at which bundled marketing takes place. In this case, the obligation of the shipper to fulfill the contract deviates from section 8 paragraph 6 of the GTCs.
5. In particular, without limitation, the shipper shall have no right under paragraph 3 and 4 above to invoke sections 313 (frustration of contract) or 314 (termination for cause of contracts creating continuing obligations) of the German Civil Code or section 31 (5) GTCs (Suspension or amendment of contractual obligations).

Annex 1 of STC

Cross border interconnection points for new technical capacities and maximum tariff limits for the special right of termination regarding Section 3 Paragraph 3 of STC

Entry Points to be booked

I. VIP THE-ZTP2 | EIC: 21Z102938475601E

The maximum permitted tariff of the respective contract period shall be determined in accordance with the tariffs set according to section 25 paragraph 1 of the GT&C including any mandatory minimum premium multiplied with the development of the consumer price index ("Gesamtindex") for Germany ("VPI") as published by the Federal Statistical Office ("Statistisches Bundesamt") of the respective contract period to the VPI of the year 2022. Reference is made to the tariffs applicable from 01.01.2022.

Annex 2: Offer Level

Please see attached file.

Annex 3: Extract from the economic test

Please see attached file.

² Since the implementation of the VIP is not final yet, the name still can be changed.