

Rules

for

the Supply of Upgraded Biogas (Bio Natural Gas)

into the Danish Gas System

(Rules for Bio Natural Gas)

(Version 1.0)

Non-legally binding translation from Danish

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1. GENERAL

The Rules for Bio Natural Gas, together with the Connection Agreement and the Bio Natural Gas Seller Agreement, regulate the collaboration between the Network Owner, Energinet.dk, the Upgrading Facility Owner, the Biogas Producer and the Bio Natural Gas Seller. The Connection Agreement is made between the Upgrading Facility Owner and, where relevant, the Biogas Producer. The Bio Natural Gas Seller Agreement is made by the Bio Natural Gas Seller.

The Rules for Bio Natural Gas regulate, for instance:

- Determination of Connection Point for the Upgrading Facility to the Danish Gas System;
- Establishment and operation of Connection Facility;
- Metering; and
- Computation of basis for the settlement of Bio Natural Gas injected into the Danish Gas System and the issue of Bio Natural Gas Certificates.

All items in the Rules for Bio Natural Gas are relevant to the Upgrading Facility Owner. For the Biogas Producer, items 1-3, 5-7, 10, 11 and 14-23 are relevant. For the Bio Natural Gas Seller, items 1, 2, 9-11 and 14-23 are relevant.

The Connection Agreement and the Bio Natural Gas Seller Agreement regulate the special conditions between the parties, and the Rules for Bio Natural Gas regulate the general conditions. In case of discrepancies between the Connection Agreement or the Bio Natural Gas Seller Agreement on the one hand, and the Rules for Bio Natural Gas on the other, the Rules for Bio Natural Gas take precedence. However, this does not apply to conditions regulated by item 3.2, where provisions thereon in the Connection Agreement take precedence over item 3.2 in the Rules for Bio Natural Gas.

The Rules for Bio Natural Gas are based on the market model for the injection of Bio Natural Gas into the Danish Gas System described and illustrated in [Appendix 1](#).

The Rules for Bio Natural Gas have been prepared by the distribution companies (DONG Gas Distribution A/S, Naturgas Fyn Distribution A/S, Aalborg Kommune Gasforsyning and HMN Naturgas I/S) and the transmission company (Energinet.dk).

The Rules for Bio Natural Gas are supplemented by:

- a) Energinet.dk's Rules for Gas Transport, which regulate the handling of wholesale Bio Natural Gas in the Danish Gas System, including the registration of the Bio Natural Gas Seller in the Register of Players and further provisions on the assignation of a Shipper to a Bio Natural Gas Portfolio; and
- b) The distribution companies' Gas Supplier Agreement and Rules for Gas Distribution, which regulate the gas suppliers' collaboration with the distribution companies on the gas suppliers' supply of gas and the distribution companies' transportation of gas to consumers in Denmark through the distribution networks.

Moreover, the following rules, manuals and regulations are relevant:

- c) The legislation in force from time to time, including the Danish Natural Gas Supply Act (*Naturgasforsyningsloven*) and appurtenant consolidation acts;
- d) The requirements imposed from time to time by the authorities on the quality of Bio Natural Gas, including the Gas Regulations issued pursuant to the legislation applicable to gas installations etc. at any time.

- e) The gas companies' 'Control manual for the metering of bio natural gas to the distribution network' (*Kontrolmanual for måling af bionaturgas til distributionsnettet*);
- f) Energinet.dk's 'Rules for subsidy to upgraded biogas' (*Regler for støtte til opgraderet biogas og renset biogas*), which describes issues relating to the disbursement of Price Subsidies for Bio Natural Gas; and
- g) Energinet.dk's 'Rules for Bio Natural Gas Certificates', which describe the issue of and trade in electronic certificates for a given quantity of Bio Natural Gas produced from Biogas.

The above rules, manuals and regulations or links to the same can also be found on the Network Owner's website.

2. DEFINITIONS

Unless otherwise indicated by the context, the terms which are capitalised must be understood as stated below, whether used in the singular or the plural, in the definite or indefinite form.

Online Access Agreement means the agreement made between Energinet.dk and a Bio Natural Gas Seller, which sets out the conditions which must be met by a person or enterprise in order to be allowed access to Energinet.dk Online.

Register of Players is a register, into which must be entered all gas suppliers, storage customers, Shippers, Bio Natural Gas Sellers, distribution companies, storage companies and transmission companies in the Danish Gas System. Energinet.dk is responsible for operating and developing the Register of Players pursuant to the Rules for Gas Transport.

Player Relationship is the relationship between a Shipper and a Bio Natural Gas Seller's Bio Natural Gas Portfolio and means that, in the transmission system, the Shipper is regarded as transporting gas from the Bio Natural Gas Portfolio in question and is allocated gas based on the injection of Bio Natural Gas into the Bio Natural Gas Portfolio.

Business Day means any day from Monday to Friday with the exception of holidays etc. specified in the list of holidays found on the Network Owner's website.

Biogas is the non-upgraded biogas.

Biogas Plant is the plant producing biogas.

Bio Natural Gas is biogas which has been upgraded with a view to complying with the Delivery Quality and any requirements following from Appendix 1 to Energinet.dk's Rules for Gas Transport applicable from time to time, and which are required by the Network Owner to be met as per item 5.5.

Bio Natural Gas Certificate is an electronic certificate for a given quantity of Bio Natural Gas produced from Biogas.

Bio Natural Gas Portfolio is all the Metering Points for Bio Natural Gas in a network area for which a Bio Natural Gas Seller, on the basis of his agreement with the Biogas Producer or the Upgrading Facility Owner, must conclude an agreement with a Shipper regarding transportation in the transmission system.

Bio Natural Gas Seller is any natural or legal person who is registered in the Register of Players as a Bio Natural Gas Seller. Depending on the circumstances, the Upgrading Facility Owner, the Biogas Producer, the Shipper or any other third party may be a Bio Natural Gas Seller.

Bio Natural Gas Seller Agreement is an agreement between the Bio Natural Gas Seller and the Network Owner, which contains the special conditions governing the relationship between the parties in addition to the Rules for Bio Natural Gas.

Danish Gas System is the gas transmission system, gas distribution networks and gas storage facilities in Denmark. Bio Natural Gas can be injected via the transmission system and the distribution networks.

Gas Day is a period commencing at 06:00 on any given day and ending at 06:00 on the following day. The Gas Day is reduced to 23 hours at the transition to daylight saving time in the spring and is increased to 25 hours at the end of daylight saving time in the autumn.

Gas Month means a period commencing at 06:00 on the first Gas Day of any calendar month and ending at 06:00 on the first Gas Day of the following calendar month.

GLN (Global Location Number) is the number assigned to each player in the Register of Players and to each Biogas Plant and Upgrading Facility in order to identify such player or plant in relation to communication.

GSRN (Global Service Relation Number) is the number assigned to each Metering Point for Subsidy, each Metering Point for Bio Natural Gas and each Bio Natural Gas Portfolio with a view to enabling unique identification of the metering point or portfolio.

kWh_g expresses the quantity of heat that develops during combustion of Biogas, Bio Natural Gas or gas at gross calorific value. Gross calorific value is the amount of heat developed by combustion of one normal cubic metre of Biogas, Bio Natural Gas or gas at constant pressure assuming that the gas and air for the combustion have a temperature of 25⁰ C, that the combustion products are brought to 25⁰ C and the water formed by the combustion is present in liquid state.

Delivery Quality is the quality that the Bio Natural Gas must comply with at the Point of Delivery pursuant to 5.1.

Point of Delivery is the physical point at which ownership of the facilities changes from the Upgrading Facility Owner to the Network Owner, as per the Connection Agreement.

Metering Point for Biogas is the point where the injection of Biogas from a Biogas Plant into the Upgrading Facility is metered.

Metering Point for Bio Natural Gas is the point where the energy and the quality of Bio Natural Gas delivered to the Danish Gas System is metered. The metering point may be at the entry to or be integrated in the Connection Facility. The Metering Point for Bio Natural Gas will be identical to the Metering Point for Subsidy if no adjustment is made to the calorific value of the Bio Natural Gas.

Metering Point for Subsidy is the point where the energy and the quality of Bio Natural Gas, forming the basis for the payment of a Subsidy pursuant to Section 35 c of the Danish Natural Gas Supply Act and Energinet.dk's regulations in this respect, are metered. The Metering Point for Subsidy will be identical to the Metering Point for Bio Natural Gas if no adjustment is made to the calorific value of the Bio Natural Gas.

Network Owner is the owner of the gas company establishing the connection of the Upgrading Facility to the Danish Gas System. The Network Owner may be a distribution company or Energinet.dk (transmission company).

Nm³ (normal cubic metre) is the quantity of Biogas, Bio Natural Gas or gas that, at a temperature of 0⁰ C and an absolute pressure of 1.01325 bar and without water vapour, occupies 1 cubic metre.

Upgrading Facility is the facility for upgrading of Biogas to Bio Natural Gas.

Upgrading Facility Owner is the natural or legal person owning the Upgrading Facility.

Biogas Producer is the natural or legal person responsible for producing the Biogas.

Framework Agreement is a framework agreement between Energinet.dk and a Bio Natural Gas Seller laying down the framework conditions that a person or company must fulfil in order to become a Bio Natural Gas Seller in the Danish Gas System.

Rules for Bio Natural Gas is the version of these 'Rules for the Supply of Upgraded Biogas (Bio Natural Gas) into the Danish Gas System' applicable at any time.

Connection Agreement is the agreement on connection of the Upgrading Facility to the Danish Gas System and the injection of Bio Natural Gas into the Danish Gas System. The agreement is concluded between the Upgrading Facility Owner, the Network Owner and (as relevant) the Biogas Producers and sets out the special conditions agreed by the parties and applicable in addition to the Rules for Bio Natural Gas.

Connection Facility is the aggregate equipment that connects the Upgrading Facility to the Danish Gas System, see also item3.

Connection Pipeline is any pipeline(s) used to transmit the Bio Natural Gas from the Upgrading Facility to the Connection Facility and to inject the Bio Natural Gas from the Connection Facility into the Danish Gas System. The Connection Pipeline is part of the Connection Facility.

Connection Point is the physical point at which the Bio Natural Gas is injected into the Danish Gas System.

Shipper is any natural or legal person registered in the Register of Players as shipper and who has access to having gas transported in the transmission system in accordance with the Rules for Gas Transport.

Unvalidated data are metering data that are preliminary and have not been validated by the Network Owner.

Validated data are metering data that have been reviewed and perhaps corrected by the Network Owner prior to settlement.

3. CONNECTION TO THE DANISH GAS SYSTEM

3.1. General

Insofar as it follows from the Danish Natural Gas Supply Act, the Network Owner is obliged, at the request of the Upgrading Facility Owner, to connect an Upgrading Facility to the Danish Gas System.

The plant and installations connecting the Upgrading Facility with the Danish Gas System constitute the Connection Facility. Depending on the circumstances, the Connection Facility may consist of:

- Connection Pipelines;
- Odourisation plant;
- Gas metering system;
- Gas analysis system;
- Pressure regulation equipment;
- Compressor equipment; and/or
- System for calorific value adjustment.

The Network Owner owns and operates the Connection Facility.

The connection by the Network Owner of an Upgrading Facility to the Danish Gas System for the purpose of injecting Bio Natural Gas into the system and the Network Owner's establishment and operation of Connection Facility are conditional on the conclusion of a Connection Agreement.

The Connection Agreement lays down the special conditions applying, in addition to the Rules for Bio Natural Gas, to the connection and the subsequent injection of Bio Natural Gas into the Danish Gas System. The Connection Agreement must specify, among other things:

- Connection Point;
- Point of Delivery;
- The component parts and location of the Connection Facility as well as a schedule specifying the establishment of the Connection Facility and the connection of the Connection Facility to the Upgrading Facility and the Danish Gas System;
- Any requirements specified by the Network Owner in respect of the Upgrading Facility;
- The Biogas Plant(s) connected to the Upgrading Facility;
- The Bio Natural Gas Seller(s) whose Bio Natural Gas Portfolio comprises the Metering Point for Bio Natural Gas assigned to the Upgrading Facility at the time of concluding the Connection Agreement;
- Quality requirements specified by the Network Owner as regards the Bio Natural Gas, see item 5;

- Determination of relevant metering points;
- Format in which the Network Owner will submit metering data to the Upgrading Facility Owner, the Biogas Producer and the Bio Natural Gas Seller, as relevant;
- The determination of the GSRNs used for distribution of the metered values on the Metering Point for Subsidy and the Metering Point for Bio Natural Gas, in the cases where several Biogas Plants are served by the same Upgrading Facility;
- The quantities of Bio Natural Gas that can be injected into the Danish Gas System from the Upgrading Facility;
- The Upgrading Facility Owner's payment for the establishment and operation of the Connection Facility;
- Termination;
- Legal venue;
- Contact details; and
- Term of agreement.

3.2. Areas, right of use and access

In so far as this is requested by the Network Owner in connection with the conclusion of the Connection Agreement, and unless otherwise stipulated in the Connection Agreement, the Upgrading Facility Owner must arrange for a suitable land area with an access road to be made available free of charge to the Network Owner for the purpose of the Network Owner's establishment of the Connection Facility, including the Connection Pipeline, on the land area in question.

If the Upgrading Facility Owner arranges for a land area to be made available for this purpose, the following applies. As regards the Connection Pipeline, the Upgrading Facility Owner's obligations pursuant to the Rules for Bio Natural Gas and the Connection Agreement apply only to the section of the Connection Pipeline that is placed on the land area made available by the Upgrading Facility Owner at the Network Owner's request:

Right of use and access

The Network Owner must be granted a right of use of the designated land area. The Upgrading Facility Owner is responsible for the Network Owner being granted rights of use to the area in accordance with the provisions of the Connection Agreement and these Rules for Bio Natural Gas. This applies regardless of whether the land area in question is owned by the Upgrading Facility Owner or by a third party.

On presentation of ID, the Network Owner must be granted unlimited access to the designated land area at all times. If the Network Owner is refused access, the Network Owner is entitled to stop receiving Bio Natural Gas, see item 14.

The Network Owner may request the assistance of the bailiff to gain access to the designated land area, and, in such case, the Upgrading Facility Owner must bear any costs associated with this step.

For the term of the Connection Agreement, the Upgrading Facility Owner may request the relocation of the Connection Facility only against paying any costs associated with such relocation.

Connection Pipeline and transmission, distribution and service pipelines

The Network Owner is entitled to use the Connection Pipeline on the designated land area for the distribution of Bio Natural Gas to gas consumers. The Network Owner is entitled to undertake such construction work as

is necessary for this purpose and bears any costs associated therewith. In addition to the Connection Facility, the Network Owner is entitled to use the designated land area for the siting of any transmission, distribution and service pipelines.

The Upgrading Facility Owner may ask the Network Owner for a drawing showing the positioning of the Connection Pipeline and any transmission, distribution or service pipelines on the designated land area.

Registration

The Network Owner is entitled to have easements registered to protect:

- a) The positioning and presence of the Connection Facility (including the Connection Pipeline) and any transmission, distribution and service pipelines on the designated land area in accordance with the provisions of the Connection Agreement and the Rules for Bio Natural Gas; and
- b) The Network Owner's rights of use and access pursuant to the Connection Agreement and the Rules for Bio Natural Gas.

The Network Owner arranges for the registration of the desired easements, but the Upgrading Facility Owner undertakes to contribute to ensuring that the Connection Agreement with the Rules for Bio Natural Gas is registered as an easement on the land registration number of the designated land area, always respecting any prior easements registered on this land registration number, but ranking higher than any charges and mortgages. The Upgrading Facility Owner obtains the consent of chargees and mortgagees, and the Upgrading Facility Owner also undertakes to accept requests to this effect in relation to chargees, mortgagees and other rights holders. If the Upgrading Facility Owner does not own the designated land area, the Upgrading Facility Owner undertakes to ensure that the owner contributes to the above.

The Network Owner pays the registration costs.

Planting, excavation work etc.

On the designated land area, plants with deep roots must not be planted closer than one metre from the Connection Pipeline, service or distribution pipelines. As regards transmission pipelines, no planting of plants with deep roots must take place within two metres from transmission pipelines.

The terrain above the Connection Pipeline, service, transmission or distribution pipelines must not be changed in such a way that the depth of the earth cover is reduced or increased. No piles may be driven into the ground closer than one metre from the Connection Pipeline, service or distribution pipelines or closer than two metres from transmission pipelines. No buildings etc. (including garages, sheds, certain carports, earthworks and car parks) may be established on the land area above or closer than one metre from the Connection Pipeline, service or distribution pipelines or closer than twenty metres from transmission pipelines without the Network Owner's consent. Any such consent may be conditional on the Connection Pipeline, service, transmission or distribution pipelines being relocated for the Upgrading Facility Owner's account.

Excavation work closer than one metre from the Connection Pipeline, service or distribution pipelines or within five metres from transmission pipelines must be approved by the Network Owner. The Upgrading Facility Owner must ensure that the Network Owner receives notification of the excavation work at least three Business Days prior to commencement of the work, stating the time of commencement, nature and scope of the work and the name of any contractor(s) involved. The Upgrading Facility Owner may ask the Network Owner for further information on requirements applicable in connection with excavation works and must be given drawings showing the location of the pipelines. The Upgrading Facility Owner is responsible for notifying the Network Owner and for carrying out the excavation work.

Removal and re-establishment

On the termination of the agreement between the Upgrading Facility Owner and the Network Owner, the Network Owner's right of use of the designated land area for the siting of the Connection Facility, exclusive of the Connection Pipeline, lapses. The Network Owner is entitled to have any costs covered by the Upgrading Facility Owner that are associated with the removal of the Connection Facility with related installations and foundations, the Connection Pipeline (in so far as the removal of this is relevant) and any costs associated with restoring the site to its earlier condition, which must take place within a reasonable time of the termination of the agreement.

However, the Connection Pipeline and all service, transmission and distribution pipelines positioned on the designated land area may be used by the Network Owner and remain on the land area after the termination of the agreement between the Upgrading Facility Owner and the Network Owner. Thus, the Upgrading Facility Owner cannot demand that the Connection Pipeline and any transmission, distribution and service pipelines be removed from the designated land area even though the Upgrading Facility Owner no longer supplies Bio Natural Gas to the Danish Gas System.

In the event that the Network Owner still has a Connection Pipeline and transmission, distribution and service pipelines on the designated land area once the Upgrading Facility Owner has stopped supplying Bio Natural Gas to the Danish Gas System, the Connection Agreement and these Rules for Bio Natural Gas continue to regulate the parties' rights and obligations in relation to the pipelines (except the Upgrading Facility Owner's obligation to pay the Network Owner's costs of removing the Connection Pipeline at a later date).

4. UPGRADING FACILITY

The Upgrading Facility Owner is responsible for establishing, operating and maintaining the Upgrading Facility in a responsible manner in accordance with applicable rules and approvals.

With reference to the functionality of the Connection Facility and the handling of any operating problems in the Danish Gas System or to facilitate the technically feasible and safe injection of the Bio Natural Gas into the Danish Gas System, the Network Owner may stipulate certain requirements in respect of the Upgrading Facility, eg the presence of the necessary functionality for the handling of Bio Natural Gas if the Network Owner refuses to receive the Bio Natural Gas pursuant to item 14. Any such requirements must be stipulated in the Connection Agreement.

5. DELIVERY QUALITY

The Bio Natural Gas supplied by the Upgrading Facility Owner must meet the requirements stipulated in items 5.1-5.5 - as regards items 5.2-5.5 to the extent which follows from the Connection Agreement.

5.1. Regulatory requirements

The Upgrading Facility Owner is responsible for ensuring that the Bio Natural Gas injected at the Point of Delivery complies with the Danish Safety Technology Authority's (Section C-12 of the Danish Gas Regulations) quality requirements for Bio Natural Gas (Delivery Quality) applicable at any time.

The Upgrading Facility Owner may contact the Network Owner at any time for information on the regulatory requirements in relation to Delivery Quality.

5.2. Calorific value

The Network Owner may require that the Bio Natural Gas has a certain calorific value at the Connection Point if he regards it as necessary, for settlement reasons, to ensure the same calorific value for the Bio Natural Gas as for other gas transported in the Danish Gas System. Any calorific value requirements and compliance with these are agreed in the Connection Agreement.

At the Upgrading Facility Owner's request, the Network Owner must provide reasons for any required adjustment to the calorific value of the Bio Natural Gas.

5.3. Pressure

The Network Owner may require that the Bio Natural Gas has a certain pressure at the Connection Point. Any pressure requirements and compliance with these are agreed in the Connection Agreement.

5.4. Temperature

The Network Owner may require that the Bio Natural Gas has a certain temperature at the Point of Delivery. Any temperature requirements and compliance with these are agreed in the Connection Agreement.

5.5. Other requirements

The Network Owner may introduce other requirements at the Point of Delivery, including the requirements set out in Appendix 1 to Energinet.dk's Rules for Gas Transport applicable at any time in so far as this is necessary to ensure the technically feasible and safe injection of the Bio Natural Gas into the Danish Gas System.

5.6. Information

The Upgrading Facility Owner must inform the Network Owner immediately if the Upgrading Facility Owner becomes aware that Bio Natural Gas supplied from or expected to be supplied from the Upgrading Facility deviates from the requirements set out in items 5.1-5.5 with a view to letting the Network Owner assess whether he is nevertheless willing to receive the Bio Natural Gas in the Danish Gas System or whether he wants to stop the supply of Bio Natural Gas in accordance with the provisions below.

If, based on metering results at the Metering Point for Subsidy or the Metering Point for Bio Natural Gas, the Network Owner becomes aware that the Bio Natural Gas does not comply with the requirements set out in items 5.1-5.5, the Network Owner must inform the Upgrading Facility Owner immediately.

The Network Owner is entitled to stop the receipt of Bio Natural Gas that does not or cannot be expected to comply with the requirements set out in items 5.1-5.5, provided that the non-compliance is not attributable to circumstances for which the Network Owner is responsible under the Connection Agreement, see item 14.

6. QUANTITIES

The Network Owner undertakes to receive the quantities of Bio Natural Gas produced at the Upgrading Facility - however, always with such limitations as may have been agreed in the Connection Agreement or which may follow from chapter 14.

7. MASTER DATA FOR THE UPGRADING FACILITY AND THE BIOGAS FACILITY

7.1. Master data for the Upgrading Facility

In connection with the conclusion of the Connection Agreement, the Network Owner obtains the following information about the Upgrading Facility:

- The name, address and CVR or CPR number of the Upgrading Facility Owner; and
- The GLN, address, postcode and town of the Upgrading Facility.

In connection with the conclusion of the Connection Agreement, the Network Owner creates the following:

- Metering Point for Subsidy (GSRN); and
- In so far as several Biogas Plants are served by the Upgrading Facility, the GSRNs used to allocate the production from the Biogas Plants at the Metering Point for Bio Natural Gas, and in so far as the metering points are not identical, the Metering Point for Subsidy.

The Upgrading Facility Owner must keep the Network Owner informed in writing of any changes to the master data relating to the Upgrading Facility subject to a notice of ten Business Days.

The Upgrading Facility Owner is responsible for registering itself in Energinet.dk's biogas support register and updating master data in accordance with the version of 'Rules for subsidy to upgraded biogas and cleaned biogas' (*Regler for støtte til opgraderet og rensset biogas*) applicable from time to time.

7.2. Master data for the Biogas Plant

In connection with the conclusion of the Connection Agreement, the Network Owner (in so far as the Biogas Producer is party to the Connection Agreement) or the Upgrading Facility Owner (in so far as the Biogas Producer is not party to the Connection Agreement) obtains the following information about the Biogas Plant served by the Upgrading Facility:

- The name, address and CVR or CPR number of the Biogas Producer;
- The GLN, address, postcode and town of the Biogas Plant;
- Production technology (biogas);
- Capacity of the Biogas Plant in kWh per year;
- Start-up date of the Biogas Plant; and
- Contact details of the Biogas Producer's contact person.

If several Biogas Plants are served by the Upgrading Facility, the Network Owner creates - in connection with the conclusion of the Connection Agreement - the following:

- Metering Point for Biogas (GSRN) and entity responsible for metering if not the Network Owner (company name, address, CVR or CPR number, telephone number and email address).

The Biogas Producer (if party to the Connection Agreement) or the Upgrading Facility Owner (if the Biogas Producer is not party to the Connection Agreement) must keep the Network Owner informed of any changes to the master data relating to the Biogas Plant subject to a notice of ten Business Days.

The Biogas Producer is responsible for registering itself in Energinet.dk's certificate register and updating master data in accordance with the version of 'Rules for Bio Natural Gas Certificates' applicable from time to time.

8. CREDIT ASSESSMENT AND FURNISHING OF SECURITY

The Network Owner may at any time make the continued operation of the Connection Facility conditional on the credit assessment of the Upgrading Facility Owner in accordance with the Network Owner's usual practice.

If, in a specific situation, the Network Owner assesses that the Upgrading Facility Owner is not sufficiently creditworthy given the current obligations under the Connection Agreement, the Network Owner may require that the Upgrading Facility Owner furnish satisfactory security for future payments or effect payment in advance. Notice of the required furnishing of security or advance payment must be given in writing.

The Network Owner must be notified immediately of any death, application for reconstruction, initiation of bankruptcy proceedings or the commencement of the rescheduling of debt. In such cases and unless otherwise stipulated by law, the Network Owner may require advance payment or the furnishing of other security for future payments pursuant to item 8.

If the Upgrading Facility Owner does not furnish security or effect advance payment, the Network Owner is entitled to stop the supply of Bio Natural Gas, see item 14.

In connection with the credit assessment, the Upgrading Facility Owner is obliged to make the following available to the Network Owner within five Business Days of a request to this effect having been made:

- most recent financial statements/annual report;
- other subsequent financial reporting; and
- additional information necessary for the Network Owner to form a fair view of the creditworthiness of the Upgrading Facility Owner.

The Upgrading Facility Owner guarantees that the material submitted provides a fair view of the creditworthiness of the Upgrading Facility Owner at the time of submission of such material.

If the Network Owner's assessment of the creditworthiness of the Upgrading Facility Owner gives rise to questions, the Upgrading Facility Owner is obliged to provide detailed answers to such questions without undue delay. If the Network Owner asks questions about the Upgrading Facility Owner's financial statements or other financial reports, the Upgrading Facility Owner must, at the Network Owner's request, allow such questions to be answered by the Upgrading Facility Owner's auditors for the Upgrading Facility Owner's account.

In the event that the Upgrading Facility Owner has submitted material to the Network Owner pursuant to the above provisions, and if the Upgrading Facility Owner becomes aware of circumstances which may signifi-

cantly detract or has significantly detracted from the Upgrading Facility Owner's creditworthiness, the Upgrading Facility Owner is obliged to inform the Network Owner of these circumstances without undue delay.

9. BIO NATURAL GAS PORTFOLIO AND ASSIGNATION OF METERING POINT FOR BIO NATURAL GAS

9.1. Contractual basis for the Bio Natural Gas Seller

The prerequisites for a Bio Natural Gas Seller's access to supplying Bio Natural Gas to the Danish Gas System by concluding an agreement with a Shipper on the transportation of Bio Natural Gas in the transmission system are as follows:

- Based on an agreement with one or more Biogas Producers or Upgrading Facility Owners, the Bio Natural Gas Seller is entitled to sell, in the Danish Gas System, the Bio Natural Gas that is injected into the Danish Gas System from the Upgrading Facility;
- The Bio Natural Gas Seller must have concluded a Framework Agreement with Energinet.dk and be registered as a Bio Natural Gas Seller in the Register of Players;
- The Bio Natural Gas Seller must have concluded an Online Access Agreement with Energinet.dk; and
- The Bio Natural Gas Seller must have concluded a Bio Natural Gas Seller Agreement with the Network Owner and have registered and had approved a Player Relationship for the Bio Natural Gas Portfolio in the Network Owner's network area in the Register of Players.

9.2. Bio Natural Gas Portfolio and assignation of Metering Point for Bio Natural Gas

In each network area, the Bio Natural Gas Seller may have one Bio Natural Gas Portfolio that is defined by a GSRN. Energinet.dk assigns a GSRN in each network area to the Bio Natural Gas Seller's Bio Natural Gas Portfolio when creating the Bio Natural Gas Seller in the Register of Players. The Bio Natural Gas Seller must use the GSRN when communicating about a Bio Natural Gas Portfolio, and the Network Owner uses the GSRN for registrations about a Bio Natural Gas Portfolio in the Register of Players.

Bio Natural Gas Portfolios can have the following statuses in the Register of Players:

'allocated', which is the status given to the Bio Natural Gas Portfolio when it has been created in the Register of Players after the Bio Natural Gas Seller has concluded a Framework Agreement with Energinet.dk, and there are no Player Relationships or any Metering Point for Bio Natural Gas assigned to the Bio Natural Gas Portfolio;

'approved', which is the status given to the Bio Natural Gas Portfolio when the following requirements have been met:

1. Energinet.dk has approved a Player Relationship with the Bio Natural Gas Portfolio; and
2. the Bio Natural Gas Seller has concluded a Bio Natural Gas Seller Agreement with the Network Owner whose network area the Bio Natural Gas Portfolio concerns;

'active', which is the status given to the Bio Natural Gas Portfolio when the Network Owner has assigned one or more Metering Points for Bio Natural Gas to the Bio Natural Gas Portfolio in accordance with the provisions below and has notified Energinet.dk (if Energinet.dk is not the Network Owner) of the effective date of the Bio Natural Gas Portfolio.

The Network Owner assigns a Metering Point for Bio Natural Gas to the Bio Natural Gas Seller's Bio Natural Gas Portfolio in the following ways:

- The first time the Network Owner assigns a Metering Point for Bio Natural Gas to a Bio Natural Gas Portfolio is when the Network Owner in the Register of Players enters the start date for the supply of Bio Natural Gas to the Danish Gas System. The assignment is effective from the start date for the supply of Bio Natural Gas to the Danish Gas System stated by the Upgrading Facility Owner.
- A new Bio Natural Gas Seller may then notify the Network Owner of the change of Bio Natural Gas Seller for a Metering Point for Bio Natural Gas by giving a notice of at least one Gas Month effective from the first day of a Gas Month. The notification must be sent as agreed in the Bio Natural Gas Seller Agreement.

The Bio Natural Gas Seller's request for a change of Bio Natural Gas Seller for a Metering Point for Bio Natural Gas is conditional on the Bio Natural Gas Seller having concluded an agreement for the sale of Bio Natural Gas in the Danish Gas System from the relevant Metering Point for Bio Natural Gas. At the Network Owner's request, the Bio Natural Gas Seller must provide documentation for the agreement concluded at the Network Owner's request.

If the Bio Natural Gas Seller does not meet the requirements for acting as a Bio Natural Gas Seller specified in item 9.1, the Network Owner will set a deadline of two Gas Days for the Bio Natural Gas Seller to comply with the requirements. If the Bio Natural Gas Seller still has not met the requirements by the end of the two Gas Days, the Network Owner is entitled to stop the supply of Bio Natural Gas to the Danish Gas System, see item 14. Bio Natural Gas supplied to the Danish Gas System up until the stop of supply is purchased by Energinet.dk by paying, to the Upgrading Facility Owner, the incentive-based price of balancing gas applicable at any time – step 1.

9.3. Several Bio Natural Gas Sellers for one Metering Point for Bio Natural Gas

As a general rule, there can be one Bio Natural Gas Seller for one Metering Point for Bio Natural Gas. If several Biogas Plants are served by the same Upgrading Facility, each Biogas Producer may be allowed to sell Biogas/Bio Natural Gas through his own Bio Natural Gas Seller by agreement with the Network Owner in the Connection Agreement. In that case, the Network Owner establishes a GSRN for each Biogas Plant to which must be assigned one Bio Natural Gas Seller.

The Network Owner distributes values metered at the Metering Point for Bio Natural Gas proportionally among the relevant GSRNs and thereby Bio Natural Gas Sellers. The Network Owner uses the quantities of Biogas metered at the Metering Point for Biogas as the allocation key.

9.4. Player Relationship

A Bio Natural Gas Seller may, for one Bio Natural Gas Portfolio, enter into a Player Relationship with one or more Shippers. The Player Relationship must be reported to Energinet.dk by both the Shipper and the Bio Natural Gas Seller and be registered in the Register of Players. The Bio Natural Gas Seller is responsible for ensuring that the relevant Shipper(s) report a Player Relationship to the relevant Bio Natural Gas Portfolio. Detailed rules for reporting Player Relationships can be found in Energinet.dk's Rules for Gas Transport.

If there is no Player Relationship between a Shipper and a Bio Natural Gas Portfolio, the Network Owner will set a deadline of two Gas Days for the Bio Natural Gas Seller to comply with the Player Relationship requirement. If the Bio Natural Gas Seller still has not met the Player Relationship requirement by the end of the

two Gas Days, the Network Owner is entitled to stop the injection of Bio Natural Gas into the Danish Gas System in accordance with item 14. Bio Natural Gas injected into the Danish Gas System up until the stop of supply is purchased by Energinet.dk by paying the incentive-based price of balancing gas applicable at any time to the Bio Natural Gas Seller – step 1.

10. METERING

10.1. Network Owner's tasks in connection with metering

The Network Owner must make sure that the following metering tasks are performed:

- For each Upgrading Facility, the Network Owner establishes, operates and maintains
 - one gas metering system for measuring the quality and energy of Bio Natural Gas at the Metering Point for Bio Natural Gas;
 - one gas metering system for measuring the quality and energy of Bio Natural Gas at the Metering point for Subsidy if, by agreement with the Upgrading Facility Owner, the Network Owner handles the adjustment of the calorific value of the Bio Natural Gas in the Connection Facility or if the Upgrading Facility Owner is in charge of the adjustment of the calorific value of the Bio Natural Gas in the Upgrading Facility;
 - one gas metering system for measuring the quality (as relevant) and energy of Biogas in each Metering Point for Biogas if several Biogas Plants are served by the same Upgrading Facility and the Network Owner, by agreement with Energinet.dk, is responsible for metering Biogas.
- To the extent that the Network Owner is responsible for the metering,
 - the Network Owner ensures the retrieval, registration and validation of metered supply to the above metering points and calculates supply in the event of a lack of metered data;
 - and in the event of several Biogas Plants being served by the same Upgrading Facility and there being several Bio Natural Gas Sellers for one Metering Point for Bio Natural Gas, the Network Owner allocates the metered supply unequivocally between the Biogas Producers and the Bio Natural Gas Sellers;
 - and in the event of several Biogas Plants being served by the same Upgrading Facility, the Network Owner allocates the metered values unequivocally among the Biogas Plants.

The physical location of the metering points and GSRN appears from the Connection Agreement.

Bio Natural Gas is metered in Nm³ and converted to kWh₀, while Biogas is metered in accordance with Energinet.dk's 'Regulation for the subsidisation of biogas – metering, settlement and administrative provisions'.

10.2. Metering of Bio Natural Gas

The Network Owner handles tasks concerning the metering of Bio Natural Gas at the Metering Point for Bio Natural Gas and the Metering Point for Subsidy in accordance with the gas companies' 'Control manual for the metering of bio natural gas to the distribution network' applicable at any time. The control manual can be found on the Danish Gas Technology Centre's website www.dgc.dk.

If the Upgrading Facility Owner is in charge of the adjustment of the calorific value of the Bio Natural Gas, the Network Owner must be allowed to establish a Metering Point for Subsidy in the Upgrading Facility at a location deemed suitable by the Network Owner after upgrading has taken place but before the calorific value is adjusted.

The Network Owner determines the energy quantities at the metering points based on readings in the gas metering system and calorific value meterings. Each day immediately after the end of a Gas Day, the Network Owner obtains metered data for the hourly supply on the preceding Gas Day in each Metering Point for Bio Natural Gas and the Metering Point for Subsidy. The metering of the quantity of Bio Natural Gas and the determination of the calorific value are deemed to be correct if the gas metering system's error indication or the determination of the calorific value falls within the tolerances specified in the control manual. The error indication is calculated as stated in the control manual.

Metered data obtained through remote reading (data transmission) should be regarded as on-account meterings that are verified once a year through a control reading, which the Network Owner may perform in connection with the annual in-situ control of the gas metering system or require the Upgrading Facility Owner to perform.

10.3. Metering of Biogas

If several Biogas Plants are served by the same Upgrading Facility and the Network Owner and Energinet.dk have agreed that the Network Owner is responsible for metering Biogas at the Metering Point for Biogas, the Network Owner may require, in the Connection Agreement, that the Biogas be of a certain quality in order for him to meter the Biogas correctly. The metering is carried out in accordance with Energinet.dk's 'Rules for subsidy to upgraded biogas' (*Regler for støtte til opgraderet biogas og renset biogas*),.

10.4. Metering errors or metered-data handling errors

If the Network Owner has specific grounds for suspecting incorrect metering in a gas metering system for which the Network Owner is responsible, the Network Owner must notify the Upgrading Facility Owner, Bio Natural Gas Seller, Biogas Producer and Energinet.dk of this, as relevant, not later than five Business Days after the suspicion arose.

If the Upgrading Facility Owner, Bio Natural Gas Seller or Biogas Producer has specific grounds for suspecting incorrect metering, they must promptly contact the Network Owner.

The Network Owner must ensure that any errors are corrected, and that the gas metering system is read before being modified or replaced. If the gas metering system needs replacing, the replacement must be carried out at a time and date fixed by the Network Owner, including a time and date for any stop of supply of Biogas or Bio Natural Gas, see item 14.

In the event of gas metering system errors or metered-data handling errors, the Network Owner must determine a corrected supply, see item 11.5.

10.5. Gas metering system test

The Upgrading Facility Owner, Bio Natural Gas Seller and Biogas Producer (to the extent the metering is relevant for the Biogas Producer) may at any time demand that the gas metering system or parts of it be tested and examined by an independent body (if technically possible, an accredited institute or another independent body).

The Network Owner informs the Upgrading Facility Owner, Bio Natural Gas Seller and Biogas Producer (to the extent the metering is relevant for the Biogas Producer) of the test results and sends a copy of the test report on request. The result of the test is binding on the parties.

If the test shows that the gas metering system's error indication exceeds the tolerances specified in the 'Control manual for the metering of bio natural gas supplied to the distribution network', the Network Owner must pay the costs of the test. If the test shows that the gas metering system's error indication is within the tolerances, the party that has requested the test will pay the costs of such test.

11. SETTLEMENT BASIS

11.1. General

The Network Owner quantifies and sends the following data on an hourly basis in kWh₀:

- The quantity of Biogas supplied to the Metering Point for Biogas if the Network Owner is responsible for this under items 10.1 and 10.3, see item 11.2;
- The quantity of Bio Natural Gas in the form of upgraded Biogas that forms the basis for the payment of Price Subsidies and the issue of Bio Natural Gas Certificates by Energinet.dk, see item 11.3; and
- The quantity of Bio Natural Gas injected into the Danish Gas System as per item 11.4.

The recipients must check the metered data from the Network Owner for errors, and promptly notify the Network Owner in case of suspected or known errors in the metered data supplied.

11.2. Biogas

To the extent the Network Owner is responsible for metering Biogas at the Metering Point for Biogas, the Network Owner does the following:

The Network Owner supplies the following information by 11:00 on the Gas Day:

- To the Biogas Producer: Unvalidated hourly supply during the previous Gas Day for the Metering Point for Biogas that meters the Biogas Producer's injection of Biogas into the Upgrading Facility; and
- To the Upgrading Facility Owner: Unvalidated hourly supply during the previous Gas Day for the Metering Point for Biogas that meters the Biogas Producer's injection of Biogas into the Upgrading Facility.

The Network Owner supplies the following information by 16:00 on the sixth Business Day of the Gas Month:

- To the Biogas Producer: Validated hourly supply in the previous Gas Month for the Metering Point for Biogas that meters the Biogas Producer's injection of Biogas into the Upgrading Facility;
- To the Upgrading Facility Owner: Validated hourly supply in the previous Gas Month for the Metering Point for Biogas that meters the Biogas Producer's injection of Biogas into the Upgrading Facility; and
- To Energinet.dk: for each Biogas Producer, Validated hourly supply in the previous Gas Month for the relevant Metering Point for Biogas.

11.3. Quantities for Subsidy and Bio Natural Gas Certificates

The basis for Energinet.dk's payment of Price Subsidies for Bio Natural Gas and the issue of Bio Natural Gas Certificates is the quantities of Bio Natural Gas that are metered at the Metering Point for Subsidy.

The Network Owner supplies the following information by 11:00 on the Gas Day:

- To the Upgrading Facility Owner: Unvalidated hourly supply during the previous Gas Day for the Metering Point for Subsidy assigned to the Upgrading Facility.

The Network Owner supplies the following information by 16:00 on the sixth Business Day of the Gas Month:

- To the Upgrading Facility Owner: Validated hourly supply in the previous Gas Month for the Metering Point for Subsidy assigned to the Upgrading Facility; and
- To Energinet.dk: for each Upgrading Facility, Validated hourly supply in the previous Gas Month for the relevant Metering Point for Subsidy.

If several Biogas Plants are served by the same Upgrading Facility, and the Network Owner is responsible for the assigned Metering Points for Biogas, the Network Owner distributes the values metered at the Metering Point for Subsidy proportionally among the Biogas Plants in relation to the quantities injected into the Upgrading Facility from the individual Biogas Plants.

11.4. Bio Natural Gas injected into the Danish Gas System

The Network Owner supplies the following information by 11:00 on the Gas Day:

- To the Upgrading Facility Owner: Unvalidated hourly supply during the previous Gas Day for the Metering Point for Bio Natural Gas assigned to the Upgrading Facility;
- To the Bio Natural Gas Seller: Unvalidated hourly supply during the previous Gas Day for each of the Metering Points for Bio Natural Gas included in the Bio Natural Gas Seller's Bio Natural Gas Portfolio. If there are several Bio Natural Gas Sellers for one Metering Point for Bio Natural Gas, the Network Owner distributes the quantities in accordance with item 9.3; and
- To Energinet.dk: for each Bio Natural Gas Seller, the sum of Unvalidated hourly supply during the previous Gas Day at the Metering Points for Bio Natural Gas included in the Bio Natural Gas Seller's Bio Natural Gas Portfolio.

The Network Owner supplies the following information by 16:00 on the sixth Business Day of the Gas Month:

- To the Upgrading Facility Owner: Validated hourly supply in the previous Gas Month for the Metering Point for Bio Natural Gas assigned to the Upgrading Facility;
- To the Bio Natural Gas Seller: Validated hourly supply during the previous Gas Day for each of the Metering Points for Bio Natural Gas included in the Bio Natural Gas Seller's Bio Natural Gas Portfolio; and
- To Energinet.dk: for each Bio Natural Gas Seller, the sum of Validated hourly supply in the previous Gas Month at the Metering Points for Bio Natural Gas included in the Bio Natural Gas Seller's Bio Natural Gas Portfolio.

In accordance with the Rules for Gas Transport, Energinet.dk informs the relevant Shippers of the quantity of Bio Natural Gas supplied to a Bio Natural Gas Portfolio.

11.5. Corrected supply, negative supply and first and second correction statement

In the event of errors in a gas metering system (only corrected supply outside the tolerances in the control manual (see item 10) or in the Connection Agreement) or metered data handling errors, the Network Owner must provide a corrected supply determined in a way that is considered to yield the most appropriate result in the circumstances.

Negative supply may not occur in any of the metering points. If, as a result of a meter reading, the Network Owner registers a negative supply and the meter reading in question has been properly validated, the Network Owner must use a best estimate to adjust previously registered readings to prevent occurrences of negative supply in any reading period.

For use in item 11.3, the Network Owner determines a corrected supply and reports it as soon as possible. As regards Price subsidies, corrected supply is only determined for the period for which an adjustment can be demanded under the Danish Limitation Act (*Lov om forældelse af fordringer*) as amended. For Bio Natural Gas Certificates, only corrected supply discovered before the second correction statement as stated below is determined. Based on any corrected supply, Energinet.dk continuously adjusts Price Subsidies for payment concurrently with ordinary settlement, while the issue of Bio Natural Gas Certificates is corrected in continuation of the first and second correction statement.

For use in item 11.4, the Network Owner only determines corrected supply discovered before the second correction statement as stated below. Previous recipients of the data referring to the corrected supply are notified as soon as possible of the corrected supply via email from the Network Owner.

Based on any corrected supply, the Network Owner recalculates the hourly read supply per metering point and sends it to Energinet.dk by 10:00 on the tenth Business Day of the fourth Gas Month after the month of supply (first correction statement), and, if a new corrected supply is subsequently discovered, by 10:00 on the tenth Business Day of the fifteenth Gas Month after the month of supply (second correction statement).

11.6. Submission method

Unless otherwise agreed, all information to Energinet.dk is submitted via EDI in line with 'Business scenarios for EDI communication in the gas market'.

The Biogas Producer, Upgrading Facility Owner and Bio Natural Gas Seller may also choose to receive relevant information stated in items 11.2-11.5 as EDI communication in accordance with 'Business scenarios for EDI communication in the gas market', provided that the party in question has been approved by Energinet.dk for EDI communication.

If the Biogas Producer, Upgrading Facility Owner and Bio Natural Gas Seller choose not to use EDI communication, they may choose to receive the information via email in the form of a CSV file or spreadsheet file. Submission times and deadlines are the same as those applying to EDI communication in 'Business scenarios for EDI communication in the gas market'.

The Biogas Producer (to the extent he is a party to the agreement) and the Upgrading Facility Owner's choice of submission method is specified in the Connection Agreement. The Bio Natural Gas Seller's choice of submission method is specified in the Bio Natural Gas Seller Agreement.

12. OPERATING DISTURBANCES

The Network Owner and Upgrading Facility Owner must, at a reasonable notice, inform each other of planned maintenance or operational stops that may impact the injection of Bio Natural Gas into the Danish Gas System.

The Network Owner and Upgrading Facility Owner must promptly and at a reasonable notice inform each other of ongoing operating disturbances that may impact the injection of Bio Natural Gas into the Danish Gas System.

13. LIABILITY, RISK AND RIGHT OF DISPOSAL IN RESPECT OF THE BIO NATURAL GAS

Liability, risk and the right of disposal in respect of the Bio Natural Gas pass from the Upgrading Facility Owner to the Network Owner at the Point of Delivery.

14. STOP AND RESUMPTION

The Network Owner is entitled to fully or partially stop the supply of Bio Natural Gas from the Upgrading Facility if one of the following situations occur:

- The Bio Natural Gas does not meet the quality requirements set out in the Connection Agreement and item 5, and such non-compliance cannot be attributed to circumstances for which the Network Owner is responsible under the Connection Agreement.
- More Bio Natural Gas is supplied than specified in the Connection Agreement as stated in item 6.
- Special operating conditions in the Danish Gas System or other technical or operating conditions prevent the Connection Facility or the Danish Gas System from receiving the Bio Natural Gas, including due to repair and maintenance or orders imposed by Energinet.dk or public authorities on the Network Owner requiring the Network Owner to stop the supply of Bio Natural Gas.
- The Upgrading Facility Owner does not fulfil his payment obligations towards the Network Owner or does not furnish security or make the prepayments required under the Connection Agreement or item 8.
- Energinet.dk informs the Network Owner that there are no approved Player Relationships with the Bio Natural Gas Portfolio assigned to the Upgrading Facility, and this has not been remedied within the deadline specified in item 9.4. If several Biogas Plants are served by the same Upgrading Facility, the Upgrading Facility Owner is obliged to stop the supply of Biogas from the Biogas Plant(s) for which there are no assigned and approved Player Relationships if so ordered by the Network Owner.
- The Metering Point for Bio Natural Gas is included in a Bio Natural Gas Portfolio in respect of which the Bio Natural Gas Seller does not meet all the requirements for acting as such, and this has not been remedied within the deadline specified in item 9.2, or the Network Owner has not registered a Bio Natural Gas Seller for the Bio Natural Gas Portfolio. If several Biogas Plants are served by the same Upgrading Facility, the Upgrading Facility Owner is obliged, if so ordered by the Network Owner, to stop the supply of Biogas from the Biogas Plant(s) whose Bio Natural Gas Seller does not meet all the requirements for acting as such, or for which the Network Owner has not registered a Bio Natural Gas Seller for the Bio Natural Gas Portfolio.
- In the event of a replacement of the gas metering system at the Metering Point for Biogas, the Metering Point for Subsidy or the Metering Point for Bio Natural Gas.
- The Network Owner is denied access to his facilities located on land areas designated according to item 3.2.
- Force majeure.

- The Connection Agreement is terminated, see item 20.1.

The Network Owner must inform the Upgrading Facility Owner of the stop and the reason for it as soon as possible. Any consequences resulting from the Network Owner stopping the supply of Bio Natural Gas under the Rules for Bio Natural Gas are of no concern to the Network Owner.

The Network Owner will reopen the Bio Natural Gas supply when the Network Owner establishes that the reason for the stop no longer exists and the Network Owner deems it safe to reopen supply.

If the stop was caused by circumstances for which the Upgrading Facility Owner is responsible, the Network Owner may demand proof that the Upgrading Facility Owner once again meets the applicable requirements in the contractual basis (see item 1) before supply is reopened.

The Network Owner must inform the Upgrading Facility Owner of the time and date of the reopening as soon as possible.

The Upgrading Facility Owner must pay the costs resulting from the stop or reopening of the Bio Natural Gas supply if the Upgrading Facility Owner caused the stop or reopening.

15. FORCE MAJEURE

The term 'force majeure' means circumstances that

- a) occur after the parties have signed the Connection Agreement (Upgrading Facility Owner or Biogas Producer) or the Bio Natural Gas Seller Agreement (Bio Natural Gas Seller),
- b) are beyond the affected party's control,
- c) could not reasonably have been overcome by the affected party,

and which assume that the affected party has taken the care required within the oil and gas industry.

Provided that the above conditions have been met, the following events are always considered to be force majeure events:

- a) Extraordinary forces of nature
- b) Antisocial acts
- c) War
- d) Fire
- e) Vandalism
- f) Manipulation of IT systems or other events causing a breakdown of IT systems
- g) Breakdown or damage to machinery, pipelines and auxiliary plants
- h) Freezing or hydrate formation in valves and pipelines
- i) Impossibility of procuring the necessary labour, machinery, materials or subcontractors
- j) Labour disputes, including, but not limited to, strikes and lockouts. Labour disputes are considered to be beyond the party's control, even if the party in question is a party to or caused the disputes.

Force majeure also occurs if, as a result of the force majeure event, the affected party can only meet his obligations by incurring unreasonably large financial costs. Lack of money does not constitute a force majeure event.

In case of force majeure, the affected party's obligations are suspended under the Rules for Bio Natural Gas and the Connection Agreement or the Bio Natural Gas Seller Agreement as long as and to the extent the event preventing fulfilment persists.

The affected party must promptly notify the other party of the force majeure event by phone and in writing using the contact information provided in the Connection Agreement or the Bio Natural Gas Seller Agreement. It must also be stated when the force majeure situation is expected to be remedied.

If the Network Owner cannot distribute gas because Energinet.dk has declared force majeure in the transmission system, the Network Owner may assert such force majeure against the Upgrading Facility Owner, the Biogas Producer and the Bio Natural Gas Seller. Similarly, Energinet.dk may assert force majeure against the Upgrading Facility Owner, the Biogas Producer and the Bio Natural Gas Seller if the Network Owner has declared force majeure in the distribution system and such force majeure prevents Energinet.dk from transporting gas.

16. CANCELLATION

If a party to the agreement is in material breach of its obligations under the Rules for Bio Natural Gas, the Connection Agreement or the Bio Natural Gas Seller Agreement, the other party is entitled to cancel the Connection Agreement or the Bio Natural Gas Seller Agreement.

Such cancellation requires that the party wanting to cancel the agreement has made a written demand for the breach to be brought to an end, and the other party has not ended the breach not later than ten Business Days after receipt of such demand.

Reference is made to item 20 concerning the consequences of terminating the Connection Agreement or the Bio Natural Gas Seller Agreement.

17. LIABILITY FOR DAMAGES AND INSURANCE

17.1. General liability

Unless otherwise stated in the Rules for Bio Natural Gas (see items 17.2-17.5) or the Connection Agreement (Upgrading Facility Owner or Biogas Producer) or the Bio Natural Gas Seller Agreement (Bio Natural Gas Seller), the parties are liable for damages under the general rules of Danish law in the field. However, the liable party is not liable for damages for operating losses and other indirect losses sustained by the other party, including recourse claims from the other party's fellow contracting parties, unless the liable party engaged in intentional or grossly negligent behaviour.

17.2. Liability for damage to Connection Facility

The Upgrading Facility Owner is liable for damages for the Network Owner's full direct and indirect losses, including any gas losses caused by damage to the Connection Facility (including the Connection Pipeline) or any transmission, distribution or service pipelines on the designated land area in accordance with item 3.2 resulting from the Upgrading Facility Owner's actions or omissions or circumstances for which the Upgrading

Facility Owner is liable under item 3.2. The damage must be repaired by the Network Owner, and the costs of such repair must be paid by the Upgrading Facility Owner.

17.3. Liability for metered data

The Upgrading Facility Owner, Biogas Producer and Bio Natural Gas Seller cannot assert any claims against the Network Owner as a result of errors or deficiencies in metered data other than what is stated in item 11.5, unless the error or deficiency is caused by the Network Owner's intentional or grossly negligent behaviour.

17.4. Liability in respect of the Register of Players

The Network Owner cannot be held liable for incorrect information in the Register of Players, lack of access to information in the Register of Players, lack of backup of the Register of Players, errors in the system for operating the Register of Players or errors in a Metering Point for Bio Natural Gas of a Bio Natural Gas Portfolio, unless the Network Owner has engaged in intentional or grossly negligent behaviour.

The Network Owner is not liable for ensuring that the Register of Players contains the necessary registrations of Player Relationships.

17.5. Liability for Delivery Quality

At the Point of Delivery, if the Upgrading Facility Owner or another party on his behalf supplies Bio Natural Gas that does not conform to the Delivery Quality or the requirements set out in items 5.4 and 5.5, or supplies Bio Natural Gas at the Connection Point that does not meet the requirements set out in items 5.2 and 5.3, regardless of whether this is due to force majeure (excluding war, vandalism or extraordinary forces of nature), the Upgrading Facility Owner must indemnify the Network Owner against:

- the Network Owner's full direct losses;
- the Network Owner's indirect losses in the form of claims that consumers or a third party may assert against the Network Owner; and
- the Network Owner's other indirect losses, including operating losses, if the Upgrading Facility Owner has engaged in intentional or grossly negligent behaviour.

If, despite Bio Natural Gas having been supplied at the Point of Delivery and the Connection Point meeting the requirements set out in items 5.1-5.5, consumers of gas/Bio Natural Gas assert a claim against the Network Owner on account of the quality delivered, including claims based on public policy or product liability regulations, the Upgrading Facility Owner must indemnify the Network Owner under rules corresponding to item 5 and this item 17.5 against the Upgrading Facility Owner's liability when supplying, at the Point of Delivery and the Connection Point, Bio Natural Gas that does not meet the requirements set out in items 5.1-5.5.

However, the above does not apply:

- in so far as the Network Owner's loss has not been duly contained by stopping the receipt of Bio Natural Gas under items 5 and 14 as a result of the Network Owner's actions or omissions;
- if, prior to supply, the Network Owner was informed of the failure to meet the requirements set out in items 5.1-5.5 and has arranged with the Upgrading Facility Owner that the Network Owner in spite of this may receive the Bio Natural Gas, and the parties therefore have agreed to reduce the Upgrading Facility Owner's above duty of indemnity; or

- if failure to meet the requirements set out in item 5 can be ascribed to circumstances for which the Network Owner is liable under the Connection Agreement.

17.6. Insurance

The Network Owner may stipulate in the Connection Agreement that the Upgrading Facility Owner maintain commercial and product liability insurance. The insurance policy must remain in force throughout the term of the Connection Agreement. Documentation for adequate insurance must be provided on request. Such documentation could either be a certificate of insurance or a receipt for premium paid.

The Upgrading Facility Owner, Biogas Producer and Bio Natural Gas Seller are requested to take out business interruption insurance.

18. CONFIDENTIALITY

The Network Owner must keep confidential the Connection Agreement, the Bio Natural Gas Seller Agreement and any information about the Upgrading Facility Owner, the Biogas Producer and the Bio Natural Gas Seller received under such Agreements, unless otherwise stated in the Rules for Bio Natural Gas, the Connection Agreement, the Bio Natural Gas Seller Agreement, the rules, agreements etc. specified in item 1, applicable legislation in force at any time or requirements imposed by a competent court or public authority.

Furthermore, the Network Owner is entitled to disclose information about cancellation or termination of the Connection Agreement or the Bio Natural Gas Seller Agreement to Energinet.dk.

The duty of confidentiality has no fixed duration and applies even if the Network Owner's direct relation to the Connection Agreement or the Bio Natural Gas Seller Agreement is terminated.

19. ASSIGNMENT

The Upgrading Facility Owner's and the Biogas Producer's rights and obligations under the Rules for Bio Natural Gas and the Connection Agreement and the Bio Natural Gas Seller's rights and obligations under the Rules for Bio Natural Gas and the Bio Natural Gas Seller Agreement may only be assigned to a third party with the Network Owner's consent. Demergers and mergers are deemed to constitute assignment according to this provision. The Network Owner's consent is not required if the Upgrading Facility Owner or Biogas Producer carries out corporate restructuring, and the owners that directly or indirectly have ownership interests in the companies concerned do not receive any payment other than ownership interests in the same proportion in the existing company/companies. Any refusal by the Network Owner must be justified on reasonable technical or financial grounds.

The Network Owner may assign his rights and obligations under the Rules for Bio Natural Gas, the Connection Agreement or the Bio Natural Gas Seller Agreement to a third party to which the Network Owner's licence to carry on distribution activities may be assigned under the Danish Natural Gas Supply Act or to which Energinet.dk's right to carry on transmission activities under the Act on Energinet.dk (*Lov om Energinet.dk*) may be assigned.

20. TERMINATION OF THE CONNECTION AGREEMENT OR THE BIO NATURAL GAS SELLER AGREEMENT

20.1. Termination of the Connection Agreement

If the Connection Agreement is terminated, the Network Owner is entitled to deactivate the assigned metering point in the Bio Natural Gas Seller's Bio Natural Gas Portfolio, stop the supply of Bio Natural Gas from the Upgrading Facility (see item 14) and remove the Connection Facility (see item 3.2).

If the Connection Agreement was also concluded with one or more Biogas Producers:

- Any termination resulting from the Network Owner's cancellation of the Connection Agreement on account of the Upgrading Facility Owner's breach or the Upgrading Facility Owner's termination of the Connection Agreement will entitle the Network Owner to cancel or terminate the Connection Agreement in relation to the Biogas Producers as well
- Any breach by one or more Biogas Producers will entitle the Network Owner to cancel the Connection Agreement in relation to the Biogas Producers in breach and to order the Upgrading Facility Owner to stop the supply of Biogas from the Biogas Plants of the Biogas Producers in breach
- The Biogas Producer's termination of the Connection Agreement will entitle the Network Owner to order the Upgrading Facility Owner to stop the supply of Biogas from the Biogas Plant of the terminating Biogas Producer.

20.2. Termination of the Bio Natural Gas Seller Agreement

If the Bio Natural Gas Seller Agreement is terminated, the Network Owner is entitled to cancel Connection Agreements relating to the Metering Points for Bio Natural Gas included in the Bio Natural Gas Seller's Bio Natural Gas Portfolio, unless the Upgrading Facility Owner or the Biogas Producer within ten Working Days of the termination of the Bio Natural Gas Seller Agreement has ensured that the Metering Point for Bio Natural Gas is included in a new Bio Natural Gas Portfolio in respect of which the Bio Natural Gas Seller meets all the requirements for acting as such.

Registration of termination of a Bio Natural Gas Seller Agreement in the Register of Players means that the Bio Natural Gas Seller's request for a change of Bio Natural Gas Seller to a Metering Point for Bio Natural Gas in the network area will subsequently be rejected by the Network Owner.

21. AMENDMENT OF RULES FOR BIO NATURAL GAS

The Network Owner may unilaterally amend the Rules for Bio Natural Gas, while the Connection Agreement and the Bio Natural Gas Seller Agreement may only be amended in accordance with the relevant provisions in the respective agreements. Amendments to the Rules for Bio Natural Gas are subject to consultation of the Upgrading Facility Owners, Biogas Producers and Bio Natural Gas Sellers registered by Energinet.dk as well as other relevant parties, including interest groups. The Network Owner must inform the Upgrading Facility Owner, the Biogas Producer and the Bio Natural Gas Seller of any amendments to the Rules for Bio Natural Gas by giving at least one month's notice or three months' notice in case of significant amendments, effective from the first day of a month. The amendments come into force on expiry of the notice.

22. VENUE, GOVERNING LAW AND LANGUAGE

Any disputes arising between the parties as regards the interpretation or violation of the Rules for Bio Natural Gas, the Connection Agreement or the Bio Natural Gas Seller Agreement, including any claims set up with reference to these documents, must be settled amicably, if possible.

If no agreement can be reached within twenty Business Days of the time at which a demand for negotiations was made, each case must be settled by the court specifically stated in the Connection Agreement or in the Bio Natural Gas Seller Agreement unless the dispute comes within the jurisdiction of a public authority.

The Rules for Bio Natural Gas, the Connection Agreement and the Bio Natural Gas Seller Agreement are governed by Danish law.

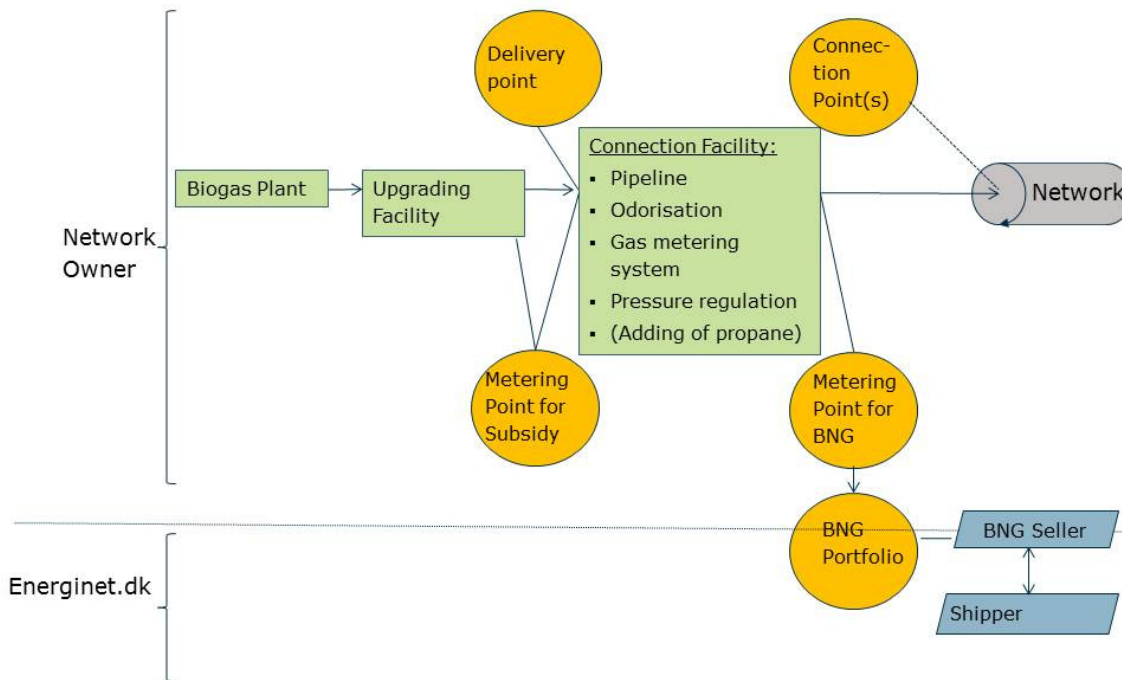
The Rules for Bio Natural Gas, the Connection Agreement and the Bio Natural Gas Seller Agreement are drawn up in a Danish and an English version. In case of discrepancies between the wordings of the two versions, the Danish version takes precedence.

23. COMMENCEMENT

This version 1.1 of the Rules for Bio Natural Gas comes into force on 10 October 2014. As the amendments between versions 1.0 and 1.1 are due to the Danish Energy Regulatory Authority's method approval of the Rules for Bio Natural Gas, the amendments will also apply, as from the date of commencement, to Connection Agreements and Bio Natural Gas Seller Agreements concluded before 10 October 2014, regardless of the notice stated in item 21.

APPENDIX 1. MODEL FOR HANDLING BIO NATURAL GAS

1. One Biogas Producer for each Upgrading Facility



The Biogas Plant is the plant producing Biogas. The Biogas Producer is responsible for the Biogas Plant.

The Upgrading Facility is the facility for upgrading the Biogas to Bio Natural Gas. The Upgrading Facility is owned by the Upgrading Facility Owner.

The Connection Facility is all the equipment connecting the Upgrading Facility to the network (the Danish Gas System). The Connection Facility is owned and operated by the Network Owner.

The network (the Danish Gas System) is the transmission system or the distribution network. The network is owned and operated by the Network Owner.

The Point of Delivery is

- The point where ownership of the technical installations passes between the Upgrading Facility Owner and the Network Owner
- The point where liability and risk and the right of disposal in respect of the Bio Natural Gas pass from the Upgrading Facility Owner to the Network Owner.

The Connection Point is the physical point at which the Bio Natural Gas is injected into the network (the Danish Gas System). If an Upgrading Facility is connected to more than one network, one Connection Point is established per network connection.

At the Metering Point for Subsidy, the Network Owner meters the quantity of Bio Natural Gas used as a basis for Energinet.dk's payment of a Subsidy to the Upgrading Facility Owner and the issue of Bio Natural Gas Certificates to the Biogas Producer. The Metering Point for Subsidy can be integrated into the Upgrading Facility before the point at which the adjustment of the calorific value of the Bio Natural Gas is made, or it may be placed at the entry point to the Connection Facility.

The Metering Point for Subsidy is identical to the Metering Point for Bio Natural Gas if no adjustment is made to the calorific value of the Bio Natural Gas.

The Network Owner submits metering data from the point to the Upgrading Facility Owner and Energinet.dk.

At the Metering Point for Bio Natural Gas, the Network Owner meters the quantity of Bio Natural Gas injected into the network (the Danish Gas System).

The Metering Point for Bio Natural Gas may be at the entry to or be integrated in the Connection Facility. The Metering Point for Bio Natural Gas is identical to the Metering Point for Subsidy if no adjustment at all is made to the calorific value of the Bio Natural Gas.

The Network Owner submits metering data for the point to the Upgrading Facility Owner, the Bio Natural Gas Seller and Energinet.dk.

In connection with the conclusion of a Connection Agreement, it is determined who is the Bio Natural Gas Seller for the Metering Point for Bio Natural Gas. At the request of a new Bio Natural Gas Seller to the Network Owner, a new Bio Natural Gas Seller for the Metering Point for Bio Natural Gas may be added subject to a certain notice.

The Bio Natural Gas Portfolio is all the Metering Points for Bio Natural Gas in a network area for which a Bio Natural Gas Seller must conclude an agreement with a Shipper regarding transportation in the transmission system.

The Bio Natural Gas Portfolio is assigned to the Bio Natural Gas Seller and is created in the Register of Players once the Bio Natural Gas Seller has been registered in the Register of Players as a Bio Natural Gas Seller. In each network

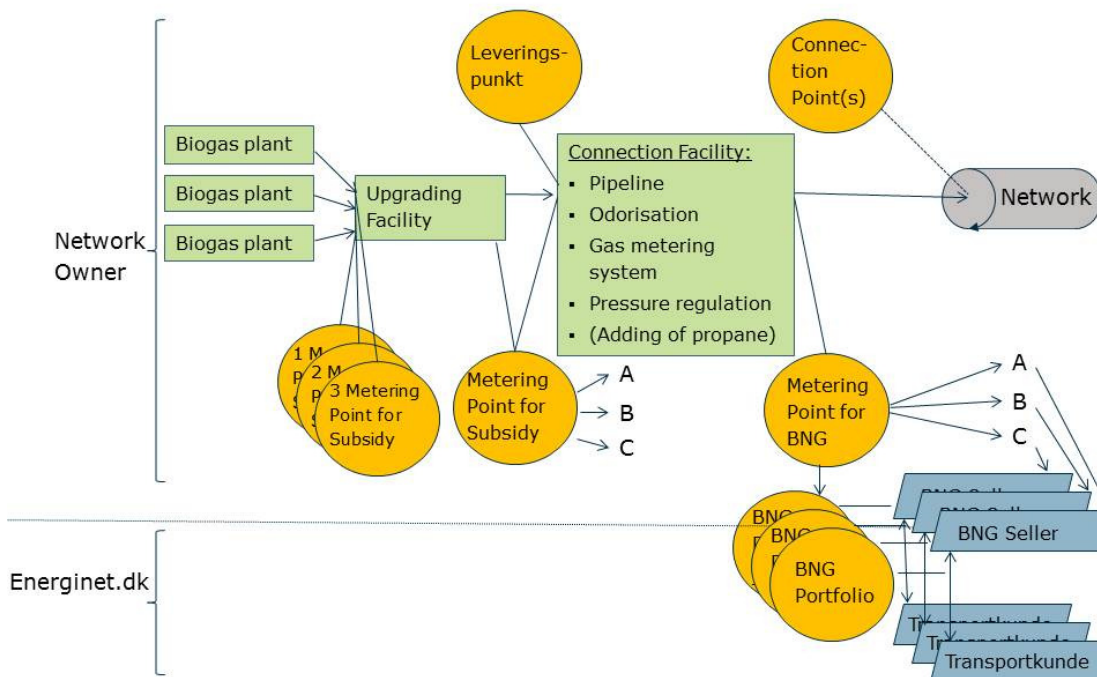
area, the Bio Natural Gas Seller may have one Bio Natural Gas Portfolio that is defined by a GSRN.

The Network Owner is responsible for adding up quantities metered at Metering Points for Bio Natural Gas included in the Bio Natural Gas Seller's Bio Natural Gas Portfolio and for sending these to Energinet.dk.

A Bio Natural Gas Seller may enter into a Player Relationship with one or more Shippers. The injection of Bio Natural Gas into the network (the Danish Gas System) is conditional on the approval in the Register of Players of a Player Relationship between a Bio Natural Gas Seller's Bio Natural Gas Portfolio and a Shipper.

2. More than one Biogas Producer for each Upgrading Facility

The same applies as for one Biogas Producer for each Upgrading Facility, except for the changes and additions set out below:



In so far as more than one Biogas Plant is served by the Upgrading Facility and the Network Owner is responsible for the meterings, the Network Owner meters, at the Metering Point for Biogas, the injection of Biogas from the Biogas Plant to the Upgrading Facility. The Network Owner submits metering data from the point to the Biogas Producer, the Upgrading Facility Owner and Energinet.dk.

The Network Owner allocates the quantities metered at the Metering Point for Subsidy among the individual Biogas Producers (A, B and C in the illustration) using the quantities metered at the Metering Points for Biogas as the allocation key. For this purpose, a GSRN is created for each Biogas Plant.

There will generally be one Bio Natural Gas Seller for each Metering Point for Bio Natural Gas. On request, each Biogas Producer can be allowed to independently market and sell Bio Natural Gas via a Bio Natural Gas Seller. In such cases, the Network Owner creates a GSRN for each Biogas Plant (A, B and C in the illustration), and the Network Owner allocates the quantities metered at the Metering Point for Bio Natural Gas according to the same allocation key as is used in the Metering Point for Subsidy.