

Tariffs for SwePol Link for the year 2010

(revised per November 23 , 2009)

General terms

1. The tariff is valid for a one-year subscription (2010-01-01- -2010-12-31) and for a transmission capacity of 50 MW. The tariff applies (i) to southbound and northbound transmission and (ii) to the Swedish, international and Polish part of SwePol Link.
2. The tariff is valid until further notice and may be revised due to decisions made by public authorities or similar circumstances.
3. The available transmission capacity will be offered on a first come – first served basis and subscription is subject to written agreement.
4. Delivery point in Sweden is SwePol Link's north terminal in Karlshamn and in Poland, SwePol Link's south terminal in Slupsk.
5. Client must be a balance provider or under agreement with a balance provider both in Sweden and Poland.
6. SwePol Link reserves the right to conduct a review of the client's credit standing.
7. Transmission is subject to the rules and regulations issued by Swedish and Polish authorities.
8. The client is under an obligation to obtain permit for access to the Polish grid.
9. Transmission must be notified by client to SwePol Link or its agent as follows:

Notice prior to 07:30 hrs (local time)	Valid for transmission the following day 00:00 – 24:00 hrs.
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The notice must cover 50 MW (technical minimum capacity is 50 MW).

10. The transmission capacity may be reduced by the link itself or the grids in Sweden or Poland. In case of such reduction 1/12th of the available transmission capacity will be offered.
11. This tariff (incl. the general terms) may be amended pursuant to changes of laws, regulations and directives in Sweden, Poland or within the EU.

12. SwePol Link AB will invoice transmission on the Swedish and international part of SwePol Link. SwePol Link (Poland) Sp.z o.o. will invoice transmission on the Polish part of SwePol Link.
13. The subscription for transmission capacity can not, in whole or in part, be transferred to a third party.
14. The written agreement will contains provisions on force majeure.

Fees

15. Fixed fee for 50 MW per year:

15 228 250 SEK	Invoiced by the Swedish SwePol Link AB
2 157 057 PLN	Invoiced by the Polish SwePol Link Poland

The fixed fee includes a variable fee up to 75 000 MWh.

16. Variable fee per MWh for energy in excess of 75 000 MWh in north-bound direction or in south-bound direction:

10,25 SEK	Invoiced by the Swedish SwePol Link AB
0,89 PLN	Invoiced by the Polish SwePol Link Poland

17. The fees above include:

- SwePol Link's costs both in Sweden and in Poland.
- the cost for transmission/energy losses

18. The following costs and charges will be added:

- Connection and utilization charges for the Swedish and Polish national grids
- VAT in Sweden and Poland
- any customs duties
- any taxes
- any other public fees or costs

Terms of payment

19. The fixed fee shall be paid in advance and is not refundable. Payment shall be made not later than November 30, 2009. The variable fee will be charged on the actually trade value carried out and is invoiced on a monthly basis (30 days net).

Those who wish to enter into an agreement regarding subscription for the year 2010 must in writing notify SwePol Link AB thereof no later than September 28, 2009.

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