

CONTRACT ON LENDING AND BORROWING NATURAL GAS

concluded by and **between**

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

court of Reg. and Reg. No.:

hereinafter referred to as **Borrower**

and

Hungarian Gas Storage Private Company Limited by Shares

seat: 1051 Budapest, Széchenyi István tér 7/8.

mailing address: 1399 Budapest, Pf. 645.

account keeping bank: CITIBANK

bank account No.: 10800007-00000000-13714002

invoicing address: 1051 Budapest, Széchenyi István tér 7/8.

tax No.: 12543317-2-44

court of Reg. and Reg. No.: Budapest Court as Court of Registration, Cg. 01-10-045043

hereinafter referred to as **Lender**, or as **MFGT**

or jointly referred to as the **Parties** at the undersigned place and date under the following terms and conditions:

ANTECEDENTS

By Resolution No. 1567/2013 amended by Resolution 615/2015, the Hungarian Energy and Public Utility Regulatory Authority (HEPURA) authorised MFGT to *“lend its own working gas quantity reclassified from cushion gas by the Hungarian Office for Mining and Geology to other licensees or to proprietary users on condition that the natural gas quantity thus lent shall be replaced immediately, but not later than within 30 days in full quantity if so required by the Office. Natural gas lending performed by the Licensee pursuant to this*

clause shall not qualify as natural gas trade activity. Licensee shall inform the Office regarding natural gas lending performed pursuant to this clause within 5 business day from the conclusion of the contract.”

Subject to the provisions of the above HEPURA resolution, Lender developed a Gas Loan (hereinafter referred to as “Gas Loan”) product, the conditions of which shall be specified herein.

Borrower became entitled to use the Gas Loan by making a bid for the highest availability fee regarding ... pieces of bundles out of the ... pieces of bundles offered by the Lender at the auction of ... December 2015, thus became entitled to conclude the CONTRACT ON ESTABLISHING THE RIGHT OF USING GAS LOAN, thereby becoming eligible for using the Gas Loan product.

Subject to the provisions of the above HEPURA resolution and the stipulations of the Parties in the contract on Gas Loan, Lender and Borrower shall conclude the following contract on lending and borrowing natural gas (hereinafter referred to as Contract)

I. Use of Terms

For the purpose of this Contract, **Natural Gas lending and borrowing (hereinafter referred to as Loan)**, shall be a loan transaction as per Section 6:389, Subsection (1) of the Civil Code, based on which from its own working gas (energy quantity) reclassified from cushion gas (hereinafter referred to as “Natural Gas”), MFGT: lends to the Borrower

- (i) the quantity specified in Chapter VI (hereinafter referred to as Natural Gas Lent), as a fungible asset,
- (ii) at the Delivery Point specified in Chapter V,
- (iii) from the date specified in Chapter VII, Clause 1,
- (iv) according to the schedule specified in Chapter VII, Clause 1 (day/energy quantity),
- (v) for the period specified in Chapter II, Clause 4,
- (vi) for the fee specified in Chapter XII, Clause 1.a.

Regarding the Natural Gas Lent, Borrower shall

- (vii) pay its fee specified in Chapter XII, Clause 1, following which
- (viii) its full quantity specified in Chapter VI
- (ix) from the date specified in Chapter VII, Clause 2 or Chapter VII, Clause 3,
- (x) according to the schedule specified in Chapter VII, Clause 2 or Chapter VII, Clause 3 (day/energy quantity),
- (xi) not later than until the date specified in Chapter II, Clause 6.2,

- (xii) at the Delivery Point specified in Chapter V

shall be returned by the Borrower to MFGT.

II. Conclusion and Duration of Contract

1. By concluding this Contract MFGT shall lend the Natural Gas Lent specified in Chapter VI to the Borrower for the period set out in Chapter II, Clause 4, and the Borrower shall borrow the Natural Gas Lent and shall return it to MFGT from the date specified in Chapter VII, Clause 2 or Chapter VII, Clause 3, according to the schedule set out in the same clauses.
2. The fee payable by the Borrower to MFGT shall be specified in Chapter XII, and the method of its settlement shall be set forth in Chapter XIII.
3. The Contract shall be concluded for a definite period when signed by both parties and shall take effect if the condition as per Chapter XIV, Clause 1 (handing over the bank guarantee) is fulfilled.
4. Duration of Contract: as of the effective date, until 2016.
5. Borrower shall be entitled to initiate the takeover of the Natural Gas Lent as of the effective date of the Contract in as far as it fulfilled its payment obligation as per Chapter XII, Clause 1 in a way pursuant to Chapter XIII, Clause 1.
6. Withdrawal and injection schedule
 - 6.1. The starting date of withdrawing the Natural Gas lent: The withdrawal schedule of the Natural Gas Lent shall be specified in Chapter VII, Clause 1 of this Contract.
 - 6.2. The closing date of injecting the Natural Gas Lent, that is of injecting the last part of the Natural Gas with energy quantity identical to that of the Natural Gas Lent:2016 The injection schedule of the Natural Gas Lent shall be specified in Chapter VII, Clause 2 of this Contract.

III. General Terms

1. In issues not regulated by the Contract, the provisions of MFGT's Code of Business Conduct and the General Terms and Conditions (hereinafter referred to as ÁSZF) shall apply.
2. By signing this Contract, the Borrower shall acknowledge to have fully read and understood the content of ÁSZF herein mentioned – as available on the MFGT web page (www.magyarfoldgaztarolo.hu) – and considers it to be the part of this Contract, and so agrees to be bound by it. Parties shall deem the content of ÁSZF annexed to the Code of Business Conduct approved by the Hungarian Energy and Public Utility Regulatory Authority to be the same as the usual contracting practice.
3. Special conditions not stipulated in the ÁSZF shall be specified in this Contract.

IV. Rights and Obligations of the Parties

1. During the performance of this Contract, Borrower shall cooperate with MFGT, return the Natural Gas Lent, and pay the related fees according to this Contract.
2. Borrower shall have full financial liability to return to MFGT natural gas amounts in a quantity equal to the energy quantity of the Natural Gas Lent specified in Chapter X according to the schedule as per Chapter VII, Clause 2. If any part of this clause, with particular regard to the the schedule specified for

returning the Natural Gas Lent, is violated even once, it shall qualify as a material breach of contract, resulting in the prompt execution of the bank guarantee and full liability for damages to MFGT.

3. Regarding the Natural Gas Lent pursuant to this contract, it is not possible to use MFGT's optional Flex Plus product.
4. Lender shall not be obliged to lend any natural gas exceeding the quantity and energy quantity of the Natural Gas Lent specified in Chapter VI herein.
5. MFGT may refuse to lend and/or withdraw gas if following the conclusion of the contract, a material change has occurred in the Borrower's conditions or in the value or enforceability of the guarantee due to which the performance of the contract is no longer reasonably possible, and the Borrower fails to provide a due collateral upon request.

V. Delivery Point, Return Point, Transferring the Right of Disposal

Delivery Point: the delivery point of the Natural Gas is within the unified natural gas storage.

Return Point: the return point of the Natural Gas is primarily within the unified natural gas storage, however Parties may jointly agree that the Borrower returns the Natural Gas Lent by transferring stored working gas to MFGT.

Transferring the Right of Disposal: the right of disposal and loss potential shall be transferred at the Delivery Point when the Contract takes effect, and at the the Return Point when the energy quantity equal to that of the Natural Gas Lent has been injected (entered into the unified storage facility).

VI. Quantity of Lent (Delivered) and Returned Natural Gas (Energy Quantity)

Under this Contract, the quantity of the Natural Gas Lent which was lent to the Borrower and returned by the Borrower to MFGT shall be:

..... kWh

VII. Schedule for Withdrawing and Returning Natural Gas Lent from and into Storage

1. Borrowing/Delivery

Borrowing	Energy quantity (MJ/day) (min – max)*	Date (from - to days)
Scheduled delivery within the storage site	0 –2015 -2015

*The daily quantity of borrowing shall be determined in the context of the requisition received and its technical feasibility (pursuant to the provisions of MFGT's Code of Business Conduct).

2. Returning the Natural Gas Lent

Return from loan	Energy quantity (MJ/day) (min – max)**	Date (from - to days)***
Scheduled return within the storage site	0 –2015 -.....2015
Storage working gas delivery	0 –2015 -.....2015

**The daily quantity of returning from loan shall be determined in the context of the requisition received, its technical feasibility (pursuant to the provisions of MFGT's Code of Business Conduct) and the deadline of returning the loan.

***The deadline of returning the total Natural Gas quantity shall not be later than 30th April 2016.

Returning from loan shall mean the whole of thekWh energy quantity set forth in Chapter VI, that is the fixed duration of the contract (as per Clause II.5), as the deadline for returning the gas shall apply to the total quantity.

3. Returning the Natural Gas Lent if so required by HEPURA

MFGT was authorised to provide the “gas loan” service – subject to the stipulations of Section 141/G of the Gas Act and MFGT's operational licence – under the condition that the Natural Gas Lent shall be replaced immediately, but not later than within 30 days in full if so required by HEPURA. Having regard to this, Borrower shall return to MFGT the energy quantity equal to the total of the Natural Gas Lent within 30 calendar days from being notified by MFGT. Parties shall urgently agree on scheduling the return. In as far as the parties fail to agree on the schedule, the Natural Gas Lent shall be replaced within 30 days in equal instalments.

VIII. Documenting the Natural Gas Delivery/Acceptance

Parties shall settle the daily quantities of the Natural Gas Lent they deliver to and accept from each other according to Annex No. VI of the Code of Business Conduct.

IX. Operative Flow of Information

The scheduled days and the daily minimum and maximum quantities of the Natural Gas Lent withdrawn from and returned to the storage site shall be agreed on by the Parties in Chapter VII. The actual amount of the daily withdrawal and return shall be submitted by email to MFGT's Dispatching Service by the Borrower until 9 PM on the day preceding the relevant gas day. The contact details of the Dispatching Service shall be contained in Chapter XVIII.

X. Quality of the Natural Gas Lent

MFGT shall lend Natural Gas meeting the quality parameter specifications of standard MSZ 1648, and Borrower shall return Natural Gas meeting the same quality parameters in the energy quantity equal to the Natural Gas Lent. In the event that the Borrower intends to return Natural Gas deviating from these quality parameters, Borrower commits a material breach of contract, and the Lender may refuse the takeover and become entitled to exercise the bank guarantee.

XI. Parties' Cooperation

1. Parties shall cooperate with the Transmission Company and the Transmission Operator in order to fulfil their obligations.
2. Parties ensure that besides the regular contacts specified in this present Contract, they shall notify each other of all incidents which may have an effect on their cooperation, and they facilitate smooth communication via consultation opportunities and proper dataflow.
3. Information and data flow between the Parties shall be governed by the Grid Code and the ÁSZF.

XII. Fee Payment

1. Fee payable by the Borrower

- a. The loan fee (including the the working gas capacity fee related to the quantity of the Natural Gas Lent) payable by the Borrower upon making the Natural Gas Lent available to the Borrower shall be: HUF + VAT / kWh.

The unit price (HUF/kWh) of the loan fee payable by the Borrower when taking over the Natural Gas = $(\text{CEGH} * \text{Contract Volume}) * \text{Risk Premium} * \text{Exchange Rate} / \text{Contract Volume} + \text{Product Fee}$

where:

CEGH: The daily "Settlement Price" published on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, rounded to 3 decimal digits in EUR/MWh. If on the on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, no daily "Settlement Price" is published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, the last daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month.

<http://www.cegh.at/gas-futures-market>

Contract Volume: Energy quantity in kWh, requested and booked pursuant to the Contract on Establishing the Right of Using Gas Loan

Risk Premium: 48%

Product Fee: 0.618 HUF/kWh

Exchange Rate: MNB HUF/EURO exchange rate applicable on the day of issuing the invoice

- b. In addition to the above fees, with regard to usage, as per the provisions of the MFGT's Code of Business Conduct, the following shall also be payable in relation to the withdrawal and injection of the Natural Gas Lent: withdrawal and injection capacity fees and volume fees, Daily Peak + etc.

XIII. Payment Conditions

The loan fee shall be invoiced by MFGT in one sum to the Borrower. The payment deadline shall be within 15 days, or if it is sooner, the day preceding the start of withdrawal by the Borrower. MFGT shall accept nomination for withdrawal only if the loan fee has already been credited to its account until this payment deadline.

XIV. Collateral

1. Bank Guarantee

Borrower shall provide to MFGT an unconditional and irrevocable bank guarantee for payment issued by a credit institution accepted by MFGT, of which:

- the exclusive beneficiary shall be MFGT, and which
- *shall be in the amount of: EUR, that is euros.*

In as far as the Borrower uses other storage services and offered a bank guarantee as a payment collateral, the amount of the bank guarantee due pursuant to this contract may not be set off from this bank guarantee, not even if considering its payment obligations in relation to the other services, the bank guarantee there provided would cover the bank guarantee herein required.

1.1. The bank guarantee shall be valid until 15th June 2016.

If the Borrower fails to return the Natural Gas Lent according to the schedule set forth in Chapter VII, Clause 2 or Chapter VII, Clause 3, or if the Borrower commits any other material breach of contract as per this Contract, MFGT shall become entitled to exercise the full amount of the bank guarantee following it becomes aware of (i) even the slightest deviation from schedule, or (ii) a material breach of contract.

1.2. Any fee or cost related to the bank guarantee shall be borne by the Borrower.

1.3. The early termination or the modification of the bank guarantee shall qualify as material breach of contract.

1.4. If under the duration of the contract, the daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month is on any day 5% higher than the daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, the Borrower shall raise - up to the extent of the increase - the amount of the bank guarantee offered as collateral, to cover the increased value of the gas quantity lent. Defaulting on this shall qualify as material breach of contract.

In the event that this obligation is not fulfilled, the Borrower shall be obliged to pay a daily penalty of HUF 1,000,000, that is one million forints from the first day of default.

In as far as the "CEGH AT VTP Front Month Single Day Select" price decreases by at least 20% under the duration of the contract, parties shall jointly review the extent of the collateral provided by the Borrower.

1.5. This contract enters into force on condition that the Borrower delivers the bank guarantee to the Lender.

2. **Injected Gas**

In the event that the Borrower offered gas injected by the Borrower to secure other storage services, MFGT may use the pledged injected gas to secure the borrower's obligations as per this Contract only if:

- the Borrower fails to return the Natural Gas Lent according to the schedule set forth in Chapter VII, Clause 3 in spite of the HEPURA notification specified in Chapter VII, Clause 3. In this event, MFGT shall be entitled to use the gas injected by the Borrower for securing other storage services and to fulfil the HEPURA requirement therefrom. Such usage shall not exempt the Borrower from paying the fees related to other storage services.
By signing this Contract, Borrower expressly grants consent to the above.

XV. Breach of Contract, Penalty

Parties shall undertake to pay penalty in case of a material breach of contract.

Pursuant to the agreement between the parties, it shall qualify as a material breach of contract involving penalty if:

- Borrower defaults even once on any condition of the return schedule specified in Chapter VII, Clause 2 or Chapter VII, Clause 3;
- Borrower returns Natural Gas with energy quantity equal to that of the Natural Gas Lent, deviating from the quality parameters of standard MSZ 1648;
- the value or enforceability of the collateral is terminated or significantly decreased, which the Borrower fails to supplement upon MFGT's request;

- the "CEGH AT VTP Front Month Single Day Select" price increases by 5% under the duration of the contract, and the Borrower fails to accordingly increase the amount of the bank guarantee offered as collateral;
- Borrower delays the fulfilment of its payment obligation as per the loan contract, and fails to remedy such default when notified

The basis of the penalty shall be the market value of the natural gas lent at the time of lending ("CEGH AT VTP Front Month Single Day Select"*Contract Volume*Exchange Rate), that is HUF.....

where:

CEGH: The daily "Settlement Price" published on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, rounded to 3 decimal digits in EUR/MWh. If on the on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, no daily "Settlement Price" is published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, the last daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base.

<http://www.cegh.at/gas-futures-market>

Contract Volume: Energy quantity in kWh, requested and booked pursuant to the Contract on Establishing the Right of Using Gas Loan

Exchange Rate: MNB HUF/EURO exchange rate applicable on the day of issuing the penalty notice

Amount of penalty: 1% of the penalty base for each day affected by the material breach of contract, but not exceeding 20% of the penalty base in total.

XVI. Terminating the Contract

1. This Contract shall terminate when the Borrower returns the borrowed natural gas to MFGT- except for the cases of termination due to breach of contract.
2. Terminating the Contract by extraordinary termination.
 - a) Either party shall be entitled to terminate the contract in writing, without justification and with immediate effect after becoming aware of the other party's material breach of contract.
 - b) MFGT may terminate this contract with immediate effect if
 - Borrower defaults even once on any date or condition of the return schedule specified in Chapter VII, Clause 2 or Chapter VII, Clause 3, or
 - Borrower returns Natural Gas with energy quantity equal to that of the Natural Gas Lent, deviating from the quality parameters of standard MSZ 1648, or
 - MFGT finds that a material unfavourable change has occurred in the Borrower's conditions, and the Borrower fails to provide a due collateral to MFGT upon request, or
 - Borrower has deceived MFGT, which affected the conclusion or the content of the contract, or

- Borrower obstructs the investigation relating to its solvency, or to the coverage, collateral or implementation of purpose of the Natural Gas Lent, or
 - the Borrower's conduct to conceal assets threatens the possibility of returning the Natural Gas Lent, or
 - the value or enforceability of the collateral is terminated or significantly decreased, which the Borrower fails to supplement upon MFGT's request, or
 - the "CEGH AT VTP Front Month Single Day Select" price increases by 5% under the duration of the contract, and the Borrower fails to accordingly increase the amount of the bank guarantee offered as collateral
 - Borrower delays the fulfilment of its payment obligation as per the loan contract, and fails to remedy such default when notified, or
 - for any other reasons as per Section 6:38 of the Civil Code, or
 - if anyone initiates a winding-up, bankruptcy or liquidation procedure against the Borrower, or if a competent authority suspends or revokes its operational licence, or
 - due to a breach of contract deemed by MFGT as a material breach.
3. In the event of extraordinary termination, the loan automatically expires and the Borrower shall return the Natural Gas Lent within 30 days to MFGT. If the Borrower fails to return to MFGT the full amount of Natural Gas with energy quantity equal to that of the Natural Gas Lent within this period, MFGT shall become entitled to use the collaterals specified in Chapter XIV.
4. The party in breach of contract shall have full liability for the damage it caused, including particularly but not exclusively any damage (e.g.: public administration fines and third party damage) borne by MFGT due to the delay in or the failure of fulfilling the replacement obligation prescribed by HEPURA.
5. The Parties shall settle with each other when the contract is terminated.

XVII. Governing Law, Settlement of Disputes

The provisions of Hungarian law, with particular regard to the stipulations of the Gas Act, the Implementation Decree, the Grid Code, the Civil Code and the Lender's Code of Business Conduct shall apply to both the contract and any arising disputes.

Parties shall agree to settle the disputes relating to this Contract primarily via amicable negotiation. Failing such settlement in any disputes arising from or relating to the contract or its breach, termination, validity or interpretation, both parties hereby agree to subject themselves to the exclusive jurisdiction of the Permanent Court of Arbitration (Budapest) operating at the Hungarian Chamber of Commerce and Industry, provided that the Court of Arbitration proceeds according to its own Rules of Procedure. The number of arbitrators shall be three. The language of procedure shall be Hungarian.

XVIII. Miscellaneous Provisions

1. Contact Persons
In issues related to the Contract:

On behalf of the Lender:

Phone:

Fax:

email:

On behalf of the Borrower:

Phone:

Fax:

email:

In issues of daily operative contact:

On behalf of the Borrower: Borrower's person on duty

Phone:

Fax:

email:

On behalf of MFGT: Dispatching Service

Phone.: 52/362-574

Fax: 52/558-044

email:

2. Contract Amendment

This Contract may be amended in writing by way of contract amendment signed by the Parties' authorised signatories. Parties expressly exclude the possibility of oral amendment, or amendment by fax or email.

3. Invalid Provisions

If any of the provisions of this Contract is or becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions. In this case, the invalid, ineffective or unenforceable provision shall be replaced as soon as possible by the Parties with a provision the Parties would have agreed on at the time of concluding the Contract considering such invalidity, ineffectiveness or unenforceability, for the sake of the intended result. The same shall apply if a legal vacuum to be filled is exposed during the performance of the Contract

This Contract shall be valid together with the attached annexes, which shall form an inseparable part thereof.

Budapest, 2015

Hungarian Gas Storage Ltd.
Lender

Borrower

Annexes:

Annex No. 1: Bank Guarantee