

**CONTRACT ON USING AND PROVIDING PEAK PLUS NATURAL GAS STORAGE ADDITIONAL
WITHDRAWAL SERVICE**

concluded by and **between**

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

Court of Registration and Reg. No.:

hereinafter referred to as **System User**

and

**Magyar Földgáztároló Private Natural Gas Storage 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 Registration

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

hereinafter referred to as **MFGT**

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

I SUBJECT AND DURATION OF CONTRACT

1. The subject matter of this Contract On Using and Providing Peak Plus Natural Gas Storage Additional Withdrawal Service (hereinafter referred to as Peak plus+) is the uninterrupted withdrawal of the natural gas owned by the System User from the Hungarian underground gas storage facilities owned and operated by MFGT according to the quantity parameters as per Chapter III and quality parameters as per Chapter IV. Within Peak Plus, the System User can purchase additional withdrawal capacity at the existing minimum technological ratio in addition to its booked capacity. Additional withdrawal capacity (additional peak) thus booked facilitates a faster withdrawal of the working gas capacity already existing as booked earlier by the System User pursuant to the natural gas storage contract (hereinafter referred to as master contract). Additional capacities booked within Peak Plus shall be settled separately, and will not be combined with the fees of existing capacities already booked in the master contract.
2. Parties agree that the System User shall have a natural gas storage master contract and storage capacity booking at the minimum technological ratio for the storage year of 2014/2015.
3. Pursuant to this Contract MFGT shall – upon the contractual instruction of the System User – withdraw handed over, previously injected gas by the System User. This Contract is concluded and takes effect on the day of signature, and shall terminate when the definite term expires, i.e. on 1st April 2015, at 06:00.
4. Parties contract for using and providing Peak plus Service, i.e. additional withdrawal capacity. Parties hereto repeatedly agree in line with the master contract that the contractual injection and withdrawal cycles of the storage year shall be the periods announced by MFGT. The injection cycle shall commence at 06:00 1st April 2014 and shall end at 06:00 on 1st October 2014, while the withdrawal cycle shall commence at 06:00 on 1st October 2014 and shall end at 06:00 on 1st April 2015. The performance of this contract shall be adjusted to the withdrawal period.

II GENERAL TERMS

1. In issues not regulated by the Contract, the provisions of the General Terms and Conditions (hereinafter referred to as ÁSZF), Annex No. 5 of the Code of Business Conduct shall apply.
2. By signing this Contract, the System User shall acknowledge to have fully read and understood the content of the ÁSZF herein mentioned – as available on the MFGT website (www.magyarfoldgaztarolo.hu) – considers it to be the part of this Contract, and so agrees to

be bound thereby. The Parties shall deem the content of ÁSZF annexed to the Code of Business Conduct approved by the Hungarian Energy Office to be the same as the usual contracting practice.

3. Special conditions not stipulated in the ÁSZF shall be specified in this Contract.

III PROVISION OF STORAGE CAPACITIES

1. Non-interruptible withdrawal storage capacities booked by the System User are as follows:

withdrawal (peak) capacity: MJ/day

2. The System User understands that the actual withdrawal capacity may vary according to the working gas stocks and to other, inevitably changing parameters and boundary conditions. The availability of capacities and the minimum and maximum withdrawal capacity values are published by MFGT on its website for the System Users.
3. The System User shall weekly submit to MFGT the planned withdrawal quantities for the following week in writing until 12:00 Friday of the previous week. This is required for planning the operation of the storage facilities, yet this is not equal to the weekly nomination. However, if the System User's nomination submitted for the given day deviates by more than 15% from the planned schedule, and thus endangers service provision to those System Users who use the storage services according to their forecast, MFGT reserves the right to refuse the nomination in full or in part.
4. As per this present contract, MFGT shall not be obliged to ensure withdrawal capacity exceeding the capacity values stipulated by Section III.1 of the Contract, or to conduct withdrawal activities exceeding the actually injected working gas volume quantities.

IV GAS QUALITY FOR WITHDRAWAL AND INJECTION

MFGT shall undertake to inject natural gas which meets the quality parameters prescribed by Annex No. 11 of the Government Decree No. 19/2009 (I.30.) on the implementation of Act No. XL of 2008 on Natural Gas Supply as stipulated in the master contract.

V NATURAL GAS DELIVERY AND ACCEPTANCE, MEASUREMENT, SETTLEMENT

1. According to Section I.3.2 of the Code of Business Conduct, MFGT manages the storage facilities as a unified whole. Based on the daily nomination submitted by the System User for the unified storage facility, MFGT shall allocate the gas quantity to be withdrawn to the relevant underground gas storage facilities. MFGT shall undertake to deliver the nominated

quantities allocated for the relevant storage facilities, and in case of non-performance, MFGT shall cover the surcharges and balancing costs incurred by the System User.

2. MFGT will not withdraw any gas quantity exceeding the gas quantity injected under the master contract.

VI OPERATIVE FLOW OF INFORMATION

1. In the course of its daily activities, MFGT shall cooperate with the Transmission Company and the Transmission Operator to fulfil its obligations towards the System User.
2. The 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 shall 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.

VII WITHDRAWAL FEE

1. The annual service fee
withdrawal capacity fee: 8 HUF / MJ
shall be payable per month and does not contain the volume fees.
2. The total sum of volume fees shall be invoiced pursuant to the Tariff decree, every month upon the actual monthly volume turnover.
3. Pursuant to the Tariff decree and the applicable ÁSZF, the fee for the storage year period already passed shall be paid in a lump sum within 10 calendar days from the date of issuing the invoice.
4. The payment deadline for the forthcoming part of the storage year shall be the first working day of each base month.

VIII GOVERNING LAW, SETTLEMENT OF DISPUTES

The Parties shall agree to settle the disputes relating to the 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 Energy Arbitration Court (Budapest), 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.

IX DATE OF TAKING EFFECT

This contract shall enter into force on the day of its conclusion by both parties.

X MISCELLANEOUS PROVISIONS

Contact Persons

In issues related to the Contract:

On behalf of the System User:

On behalf of MFGT: Katalin Romics

Phone: +36 30/309 9173

Fax: 1/354-7045

E-mail: romicsk@mfgt.hu

On behalf of the System User:

Phone:

Fax:

E-mail:

In issues of daily operative contact:

On behalf of the System User: the System User's person on duty

Phone:

Fax:

E-mail:

On behalf of MFGT: Dispatching service

Phone: 52/362-574

Fax: 52/558-044

E-mail: dispatcher@mfgt.hu

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

Budapest, DDth Month 2014

Hungarian Gas Storage Ltd

System User

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Annexes:

Annex No. 1.: Storage fees