

## DECLARATION

..... (hereinafter referred to as Borrower) and Hungarian Gas Storage Ltd (hereinafter referred to as MFGT) concluded a capacity booking contract on natural gas storage on .....2016. To guarantee its contractual obligations, Borrower issued a declaration on ..... to the effect that instead of a bank guarantee, it offers the gas it injected into MFGT's underground natural gas storage facilities to cover the contractual fees relating to the storage year of 2016/2017.

By signing this declaration, Borrower grants the right to MFGT that in the event of failing to recover (inject) the natural gas lent pursuant to the Contract on Lending and Borrowing Natural Gas concluded on .....2016, MFGT can transfer from the natural gas energy quantity injected under the capacity booking contract on natural gas storage for the storage year 2016/2017 concluded on ..... 2016, to its name in MFGT's IT system, an energy quantity of natural gas equal to the non-recovered (uninjected) natural gas energy quantity and working gas capacity belonging to the working gas stock related to the Natural Gas Lent, by which MFGT obtains title over this natural gas energy quantity and can freely dispose of such energy quantity, provided that the natural gas energy quantity thus acquired by MFGT can be set off against the total energy quantity to be returned – by the Borrower. The purpose of said set-off and title transfer is to recover the natural gas the Borrower failed to recover, which shall only be applied in the event specified in Section 141/G of Act No. XL of 2008 on natural gas supply if the day of bidding was set set forth by the minister in a decree.

Borrower as a Borrower using natural gas storage service represents that this declaration shall be construed as the extension of its declaration issued on ....., that is it shall fully guarantee both contractual obligations.

Furthermore, Borrower represents that its declaration issued on ..... shall be effective with unchanged content independently and separately from this extension, and that the rules specified in that declaration shall form part of this declaration with equivalent effect.

Budapest, 31<sup>st</sup> August 2016

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Hungarian Gas Storage Ltd

.....

Borrower

**POWER OF ATTORNEY**

I, the undersigned ..... and ....., as ..... (seat: ....., tax number: ....., court registration number: ..... (hereinafter referred to as Borrower) hereby

authorize

Hungarian Gas Storage Private Company Limited by Shares (seat: 1138 Budapest, Váci út 144-150, Tax number: 12543317-2-44, Court registration number: Cg.: 01-10-045043), (hereinafter referred to as MFGT) to freely dispose of the natural gas injected in the storage year 2016/2017 into MFGT's gas storage facilities under the capacity booking contract on natural gas storage concluded by the Parties on ..... 2016, and to perform any and all the related (e.g.. administrative) activities pursuant to the stipulations of Section 27 of Act No. XL of 2008 on natural gas supply and the Code of Business Conduct of MFGT, to perform all the (e.g.: administrative) activities in the event of failing to recover (inject) the natural gas lent pursuant to the Contract on Lending and Borrowing Natural Gas, provided the day of bidding was set set forth by the minister in a decree as per Section 141/G of Act No. XL of 2008 on natural gas supply.

This power of attorney may not be revoked and shall remain effective until the Borrower pays the storage fees to MFGT in full.

Budapest, 31<sup>st</sup> August 2016

Borrower:

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I accept the power of attorney:

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Ákos Kriston

Deputy CEO

Hungarian Gas Storage

Private Company Limited by Shares

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Krisztián Deme

Head of Sales, Marketing and Regulation

Hungarian Gas Storage

Private Company Limited by Shares