

**SPECIFIC CONTRACT ON THE SHORT TERM WITHDRAWAL OF NATURAL GAS STOCK REQUIRED FOR
SUPPLYING USERS ELIGIBLE FOR UNIVERSAL SERVICE AS LEFT IN STORAGE AT THE END OF THE
WITHDRAWAL PERIOD
("VBF" CONTRACT)**

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

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

hereinafter referred to as **MFGT**

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

ANTECEDENTS

A contract facilitating the use of seasonal basic natural gas storage service existed between the Parties with regard to the storage year 2014/2015 (“Master Contract”), and was terminated on 01 April 2015, at 06:00 hours. Upon the termination of the Master Contract, the System User had a natural gas stock of ... MJ* heat quantity (positive closing stock) left in the unified storage facility of MFGT due to the following reasons.

Ongoing legal changes concerning the gas year 2015/2016 have significant impact on the storage year 2015/2016, as well. These changes affect the gas market behaviour of licensed system users (“Licensee”) supplying users eligible for universal service. Currently, the regulatory background cannot be considered as final, which situation in turn generates significant uncertainty with regard to business and planning among the Licensees, potentially affecting the security of supply of household users. Faced with this situation, – having special regard to the importance of continuously maintaining the security of supply – MFGT provides a service available in the first month of the storage year 2015/2016 (April 2015), facilitating the short term withdrawal of the natural gas stock left in storage at the end of the preceding storage year.

I SUBJECT AND DURATION OF CONTRACT

1. Subject of this Specific Contract on the Short Term Withdrawal of Natural Gas Stock Required for Supplying Users Eligible for Universal Service as Left in Storage at the End of the Withdrawal Period (“VBF+” Contract):
 - a) the storage of natural gas wholly owned by the System User - as a Licensee - and left in storage at the end of the gas year 2014/2015 (without providing technical withdrawal and injection capacities), and
 - b) the full physical, firm withdrawal of this natural gas with the quantity parameters as per Chapter III and quality parameters as per Chapter IV during the term of this contract – that is already in the injection period – depending on the technical capacity of the storage site, and
 - c) withdrawal set out in item b) shall be implemented by using the withdrawal peak capacity provided by MFGT – as specified in Chapter III. Using the withdrawal peak capacity is in any case conditional on the storage site’s technical capacity, and
 - d) offering a positive or negative option exceeding 10% of the daily nomination of the System User to the Natural Gas Transmission Company (FGSZ) for the zero point of the MFGT’s unified storage facility (FLEX+ Optional Service).

*heat quantity may be slightly modified in the first days of April based on settlement with the Transmission Company (FGSZ).

2. Pursuant to this Contract, MFGT shall keep the System User's natural gas stock left in storage at the end of the storage year 2014/2015 in its unified storage facility during the period as per Section I.4, and shall withdraw it in the period also as per Section I.4 based on the relating nomination of the System User, and shall provide FLEX Plus Optional Service based on the relating instructions of the System User.
3. This present Contract shall be concluded for a definite period.
4. The specific withdrawal cycle related to this contract shall be the period between 06:00 hours on 01 April 2015 and 06:00 hours on 01 May 2015.
5. Parties explicitly agree that neither physical, nor virtual injection is facilitated by this contract.
6. The System User can use the withdrawal service automatically if it submits a nomination (relating to withdrawal) during the term of this contract.
7. The System User can use Flex plus Optional Service if it submits an option request (HEGO) exceeding 10% of its daily nomination.

II GENERAL TERMS

1. In issues not regulated by the Contract, the provisions of the General Terms and Conditions (hereinafter referred to as ÁSZF) in Annex No. 5 of the Code of Business Conduct and – especially with regard to pricing – the product offer shall apply.
2. By signing this Contract, the System User 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 (HEPURA) 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 WITHDRAWAL CAPACITIES

1. Firm withdrawal storage capacities available to the System User for USP purposes regarding the contractual storage period as per Section I.4:
 withdrawal (peak) capacity: withdrawal capacities available to the System User:
 working gas MJ*
 minimum 17 000 000 MJ/day
 maximumMJ/day**,

*heat quantity may be slightly modified in the first days of April 2015 based on settlement with FGSZ.

**depending on the physical limitations of the storage site.

2. 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 injection and withdrawal capacity values are published by MFGT on its IT Platform for the System Users.
3. In the event that the System User has a positive closing stock following the deadline of 06:00 hours on 01 May 2015, MFGT is entitled to proceed in line with Section 40 of HEPURA Decree No. 1/2013.
4. By fully exploiting the technical capabilities, MFGT shall do its utmost to accept the nominations submitted by the System User in excess of the daily minimum, thus providing the most flexible conditions possible for the System User.
5. MFGT shall be financially responsible for preserving the heat quantity of the gas stored as per this contract, for its settlement and for the withdrawal thereof according to Section III.1 herein.
6. MFGT shall not be obliged to provide withdrawal capacities exceeding the peak capacities stipulated by Section III.1 of the Contract, nor to provide more working gas capacity or conduct withdrawal activities exceeding the working gas volume stored in the storage facility.
7. System User shall not be entitled to sell on the secondary capacity market any working gas and withdrawal capacity used pursuant to this contract.

IV WITHDRAWAL GAS QUALITY

MFGT shall undertake to withdraw natural gas meeting the quality parameters prescribed by Annex No. 11 of Government Decree No. 19/2009 (I.30.) on the implementation of Act No. XL of 2008 on Natural Gas Supply.

V NATURAL GAS DELIVERY AND ACCEPTANCE, MEASUREMENT, SETTLEMENT

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 injected or withdrawn to the relevant underground gas storage facilities. MFGT shall undertake to deliver the nominated quantities allocated to the relevant storage facilities, and in case of non-performance, MFGT shall cover the surcharges and balancing costs incurred by the System User.

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. 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.

VII STORAGE FEE, FEE OF OPTIONAL SERVICES

1. Service fee: *HUF 0.234 + VAT/ MJ / April 2015*, which fee shall include the working gas capacity fee, the fee of withdrawal during the injection cycle, the fee of using withdrawal peak capacity and the Flex Plus Optional Service fee, excluding however the volume fees to be calculated as per HEPURA Decree No. 1/2013 (VII.11.).
2. On the date of its taking effect, any modification of the volume fee item in the Tariff Decree shall become part of this Contract, hence such modification shall be applied by the Parties as of the date the regulation enters into force.
3. Payment schedule:
 - a. the product fee shall be paid in two instalments:
 - a. 50% of the fee calculated for the heat quantity set out in Section III.1 shall be payable on the day the contract takes effect, based on pro forma invoice,
 - b. the remaining 50% shall be payable based on invoice, until the day when 50% of the heat quantity set out in Section III.1 is withdrawn, but not later than until 15th April 2015.
 - b. volume fees: shall be invoiced subsequently, based on protocol, and shall be paid within 30 days from issuance.
4. Performance date: crediting the service fee to MFGT's bank account.
5. System User shall understand that the service may only be used if the service fee has already been paid as scheduled above. MFGT may refuse performance until the due instalment of the service fee is received on its bank account.

VIII GOVERNING LAW, SETTLEMENT OF DISPUTES

The 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 this Contract or its breach, termination, validity or interpretation, both parties hereby agree to subject themselves to the exclusive jurisdiction of the Arbitration Court in the Energy (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 ENTRY INTO FORCE

The Contract shall be concluded when signed by both parties, and shall take effect when 50% of the fee calculated for the natural gas quantity as per contract is received on MFGT's bank account.

X OTHER PROVISIONS

Contact Persons

In issues related to the Contract:

On behalf of the System User:

On behalf of MFGT: Krisztián Deme

Phone: 30/663-0124

Fax: 1/354-7045

e-mail: demek@mfgt.hu

On behalf of the System User:

Phone: +36

Fax: +36

e-mail:

In issues of daily operative contact:

On behalf of the System User:

Phone: +36

Fax: +36

e-mail:

On behalf of MFGT: Dispatcher service

Phone: 52/362-574

Fax: 52/558-048

e-mail: dispatcher@mfgt.hu

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

Budapest, ...March 201...

Hungarian Gas Storage Ltd.

System User

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Member of the Board Head of Sales

Annex No. 1: – Product Offer