

No. 10789/2.04.2021

Endorsed
Chief Executive Officer,
Marius Aristotel JUDE

To the Extraordinary General Meeting of Shareholders of S.N.G.N. Romgaz S.A.

Request for approval of the fixed assets lease to SNGN Romgaz SA – Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești S.R.L, necessary for the natural gas underground storage activity.

Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești S.R.L. uses within its activity fixed assets that are SNGN Romgaz SA property based on two leases **valid until March 31, 2020**:

- 1) Lease of fixed assets included in the Annexes to the License No. 19575 of March 28, 2018;
- 2) Lease of fixed assets not included in the Annexes to the License No. 19576 of March 28, 2018.

SNGN Romgaz SA General Meeting of Shareholders of March 11, 2021, was informed on the status of the assets transfer to Filiala DEPOGAZ, detailed in document no. 3554 of January 21, 2021. In order to ensure the pursuit of Filiala DEPOGAZ activity, the approval of some new leases for a period 9 months, up until December 31, 2021 is necessary.

The substantiated tariffs to be applied for the lease contracts are as follows:

Item No.	Contract Designation	Previous Tariff (VAT excluded)	New Tariff (VAT excluded)
1.	<i>Lease of fixed assets included in the Annexes to the License No. 1942/2014</i>	6.574.315 RON/month	6.574.315 RON/month
2.	<i>Lease of fixed assets not included in the Annexes of License No. 1942/2014</i>	2.032.926 RON/month	2.032.598 RON/month

It is to be noted that both the tariffs in the leases that cease to be valid, as well as the ones in the new leases, are in accordance with the law on transactions with affiliates (they comply with the market values principles as defined by the National Law and OECD directives).

Proposals

Bearing in mind the above and taking into consideration the following:

- SNGN Romgaz SA Board has endorsed the conclusion of the two leases between SNGN Romgaz SA and SNGN Romgaz S.A. – Filiala de Înmagazinare Gaze Naturale Depogaz Ploiești S.R.L. (attached hereby), in accordance with the Board Resolution No. 24 of March 30, 2021;
- The leases become valid upon signing date provided that they are approved by SNGN ROMGAZ SA Extraordinary General Meeting of Shareholders and they shall be valid for 9 months, up until December 31, 2021. The leases signing date is April 1, 2021;
- The provisions of Article 12 item “o” of SNGN ROMGAZ SA Articles of Association stating that *“conclusion of leases with a duration of more than one year referring to tangible assets having an individual or cumulated value, as regards the same co-contractor or implied persons or acting in a concerted manner, exceeds 20% of the total tangible asset value, less receivables, as of the signing date, lies within the competence of the Extraordinary General Meeting of Shareholders”*,

We hereby request the Extraordinary General Meeting of Shareholders of SNGN Romgaz SA to approve the conclusion of the leases between SNGN Romgaz SA și SNGN Romgaz S.A. – Filiala de Înmagazinare Gaze Naturale Depogaz Ploiești S.R.L. (attached hereby), for a period of 9 months as of April 1, 2021 up until December 31, 2021, respectively, having as object the fixed assets in the property of SNGN Romgaz SA, necessary for carrying out the underground storage activity of Filiala DEPOGAZ.

Note: In case the increase of share capital of Filiala DEPOGAZ is completed by December 31, 2021, the above-mentioned leases shall terminate by agreement of the parties.

We hereby attach:

- ANNEX NO. 1 Fixed assets lease included in the Annexes to the License No. 1942/2014;
- ANNEX NO. 2 Fixed assets lease not included in the Annexes to the License No. 1942/2014.

Chief Financial Officer
Răzvan POPESCU

Legal Department Director
Endre IOO

Head of Assets Department
Victor Cristian MARIAN

ANNEX NO. 1

LEASE OF FIXED ASSETS

included in the Annexes to License no. 1942/2014 in the „Technical characteristics of the surface facilities related to underground storages”

No. /

Between:

Societatea Națională de Gaze Naturale „Romgaz” S.A., with headquarters in Mediaș, 4 C.I. Motaș square, Sibiu county, registered at the Trade Registry Sibiu under no. J32/392/2001, fiscal code RO 14056826, bank account no. RO08 RNCB 0231 0195 2533 0001 opened at BCR Mediaș, phone 0374-401020, fax 0269-846901, legally represented by Mr. Aristotel Marius JUDE, Chief Executive Officer, as owner of the leased assets, hereinafter called the **LESSOR**, on one hand

and

Societatea Națională de Gaze Naturale „Romgaz” S.A. - Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești S.R.L. with headquarters in 184 G. Cantacuzino street Ploiești, Prahova County – România, registered at the Trade Registry Office under Prahova court with no. J29/1181/2015, fiscal code: 34915261, bank account no. RO36 BTRL RON CRT 0317066401 opened at Banca Transilvania Ploiesti, legally represented by Mr. Vasile Cârstea, Director General as **LESSEE**, on the other hand

have agreed to conclude this lease contract (“Lease”).

PREAMBLE

(A) Having in view that establishing the Subsidiary, that acts as a natural gas underground storage operator, is supported by Directive 2009/73/EC of July 13, 2009 on the common rules for the internal market in natural gas, by Article 15, as well as by Natural Gas and Electricity Law no. 123/2012, by Article 141, provided that the Subsidiary is independent from SNGN Romgaz. Thus, the Subsidiary shall fulfil the minimum criteria described in Article 141 of Law 123/2012 and Article 15 of EC Directive 73/2009 regarding the underground storage operator independence.

(B) **WHEREAS S.N.G.N. „ROMGAZ” S.A. Mediaș** is the owner of some fixed assets that are about to be used by Filiala de Înmagazinare Gaze Naturale Depogaz Ploiești SRL for the natural gas underground storage activity in the storages from Bilciurești, Urziceni, Bălăceanca, Sărmășel, Ghercești, recorded in Romgaz patrimony in the Fixed Assets Inventory according to Annex A to this Lease.

(C) **WHEREAS, Filiala de Înmagazinare Gaze Naturale Depogaz Ploiești SRL** acts as independent natural gas underground storage operator, according to License for natural gas underground storage issued by ANRE and for carrying out the underground storage activity it is necessary to conclude a lease contract for the assets provided in the Annexes to the License 1942/2014.

1. Definitions

In this Lease the capitalised terms shall have the following meaning, except otherwise provided or required by context:

Relevant Assets	Means fixed assets included in the annexes to license no. 1942/2014, namely in „Technical characteristics of surface facilities related to underground storages”, as described in Annex A , attached to this Lease;
Relevant assets investments and upgrade	Means capitalizable expenses in compliance with applicable accounting provisions
Regulatory Authority	Means the Romanian Energy Regulatory Authority (ANRE) according to Government Emergency Ordinance no. 25/2007 published in the Official Gazette no. 270 of April 23, 2007 or any other regulatory authority in the natural gas field established according to the applicable law at a given time.
Lease Price	Represents the total price that shall be paid by the lessee for usage of Relevant Assets and as compensation for all the other rights and obligations undertaken by Romgaz under this Lease.
Business Day	Means a day (other than Saturday or Sunday) when the banks are usually open for the transaction of general business in Bucharest, Romania.

2. Scope

- 2.1 The scope of this Lease is the Lessor granting in favour of the Lessee, the right to use the Relevant Assets (as these shall be updated) – including fixed assets according to Annex A to this Lease, for the period established according to Article 4 below and against payment of the Lease Price.
- 2.2 An initial list of the Relevant Assets as of the conclusion date of this lease is attached hereto as Annex A.
- 2.3 The list of Relevant Assets in Annex A shall be updated by signing an addendum to this Lease, if there shall be changes in the body and structure of the Relevant Assets and if the Lessor identifies in its property goods that are necessary for carrying out the underground storage activity and the Lessee wishes to lease them.

3. Investments and upgrades of relevant assets

- 3.1 During the term of this lease, the Lessor shall make the investments in the Relevant Assets that the Lessor sees as necessary and that shall be included in the investment plan accepted by the Lessee and endorsed by ANRE.

3.2 Based on the documents requested by applicable regulations and in compliance with the legal and administrative requirements these investments shall be recorded as assets in the Lessors patrimony.

4. Term of Lease

4.1 The Lease shall enter into force as of the signing date, conditional upon approval by the Extraordinary General Meeting of Shareholders of SNGN Romgaz SA and it shall be valid for 9 months until December 31, 2021, respectively.

4.2 The Lease may be extended by agreement of the parties.

5. Lease Price

5.1 The Lease Price for using the Relevant Assets mentioned in Annex A is **6,574,315 RON/month**, VAT excluded.

The items underlying the price of the lease are accounting depreciations calculated in compliance with IFRS provisions and Public Finances Ministry Ordinance 2844/2016, adding thereto a profit margin and taxes and fees owed as owner of assets, as provided by the applicable law.

5.2 Lease Price Revision

- (a) Should significant deviations occur for the items underlying the lease tariff, deriving from mandatory re-evaluations of the fixed assets, required by the applicable law, changes on taxes/fees established locally or nationally, respectively, the tariff could be reviewed and adjusted accordingly in compliance with Article 9 paragraph 2.
- (b) The lease price shall be modified only by the mutual agreement of both parties, by an Addendum to this Lease.
- (c) During the lease price negotiation period and up until its approval by both parties, the lease services shall not be interrupted by the Lessor Romgaz.

5.3 Payment terms and conditions

- (a) The lease invoice shall be issued on the first business day of the month.
- (b) The lease payment shall be made monthly by payment order or any other legal instrument agreed by the parties, within 60 days from the date of invoice issue. If the Lessee fails to fulfil its contractual obligations to pay the lease or fulfils them in an inappropriate manner, the Lessee undertakes to pay the Lessor overdue penalties equal to the level of overdue payments for fiscal duties established in compliance with applicable regulations effective at the date thereof, calculated on the unpaid amount, starting from the first day after the due date. Notwithstanding the previously mentioned, the due date for the first 2 months shall be 90 days from the date of invoice issue.
- (c) The lease payment shall be made by the Lessee in the accounts mentioned by S.N.G.N. ROMGAZ SA as follows no. RO08RNCB0231019525330001 and RO69RNCB0TVA000000000002 opened at BCR Medias. The Lessee shall remain liable for lease payment if it abandons the assets without the Lessors consent. If the

due date is not a Business Day, the payment obligation shall become due on the immediately following Business Day.

6. Romgaz Lessor Rights and Obligations

6.1 Notwithstanding the other provisions of this Lease, the Lessor shall have the following main obligations:

- (a) To ensure the Lessee's free and undisturbed usage of the Relevant Assets, protecting it against any disturbances resulting from or in connection with the Lessor's financial or commercial status, as well as from any third parties claims;
- (b) To withhold from any arrangements that could disturb the Lessee's activities related to the Relevant Assets;
- (c) Not to sell, transfer, free of any encumbrances or benefit in any other way of the Relevant Assets, to obtain, maintain and renew, if the case may be, all the authorizations, agreements, permits and approvals or to send all notifications, information or requests, either directly or through the Lessee, necessary in connection with the enforcement of this Lease and performance by the Lessee of the natural gas underground storage services and the operation of the Relevant Assets;
- (d) To provide all the documentation and to take all the necessary endeavours in order to carry out the changes considered necessary for this Lease and to grant the Lessee the rights necessary for fulfilling its rights and obligations under the Underground Storage License, the Concession Agreement and the applicable laws and regulations (issued by the local and central authorities) as they shall be applicable at a given time.

6.2 Romgaz Lessor shall have the following rights:

- (a) To collect the Lease Price according to the terms and conditions provided in this Lease;
- (b) To initiate the changes and/or amendments of this Lease, in case the circumstances underlying this Lease have changed.
- (c) To review the exploitation and the compliance with the operating procedure of the Relevant Assets provided in this Lease;

7. Obligations and rights of the Lessee

7.1 Notwithstanding the other provisions of this Lease, the Lessee shall have the following main obligations:

- (a) to pay the Lessor the Lease Price by the deadline provided in this Lease;
- (b) to notify the Lessor any change of the circumstances which led to the conclusion of this Lease and to duly initiate the modification/supplement/termination of this Lease;
- (c) not to use the Relevant Assets for other reasons than those for the performance of natural gas underground operations;
- (d) to use and operate the Relevant Assets efficiently and directly in accordance with the operating procedures, for the purpose of providing the gas storage services under safe conditions, economic efficiency and environment protection;

- (e) to keep the assets' integrity, to use them properly, not to modify them without the prior consent of the owner, not to damage or degrade them;
- (f) not to assign this Lease without the consent of the owner and not to sublease any of the assets included in Annexe A to this Lease;
- (g) upon expiry of this Lease, to return the assets in good working condition, based on a Delivery and Take-Over Record signed by both parties;
- (h) to perform on its expense all the maintenance works required or requested by the provisions included in the technical documentation of the Relevant Assets. If the Lessor considers that the maintenance performed by the Lessee does not meet all the requirements to accept the execution on time and in good condition, at its expense, of all additional maintenance works, including damages resulting from its gross negligence on the Relevant Assets;

7.2. The Lessee shall have the following main rights:

- (a) to freely and fully dispose of the leased Relevant Assets;
- (b) to use and operate the Relevant Assets for the proper fulfilment of the obligations and conditions provided in the Storage License, in the Concession Agreement, and any other obligations set out under the regulatory framework applicable to gas storage activities;
- (c) to be able to require the Lessor to make such amendments as may be deemed necessary with respect to this Lease in such a way that the Lessee is granted the rights necessary to exercise his rights and to fulfil the obligations set out under the storage License, in the Concession Agreement and the applicable laws and regulations, as they will be in force at a given time.

8. Indemnity

- 8.1 Each Party undertakes to indemnify the other Party for any losses/damages resulting from a breach of this Lease, except for those arising from the fault of each Party.
- 8.2 The provisions with respect to the indemnity provided in this Clause shall survive after the Termination of this Lease.

9. Amendment and Assignment

- 9.1 The amendment of this Lease can be only executed by a written Addendum.
- 9.2 In the context of this Lease, *a change of circumstances* means the modification or occurrence of new taxes, fees, changes in the arrangements for taxation or fee charge, an increase/decrease in any existing taxes or fees, or the application of new legal requirement relating to the storage of natural gas, mandatory revaluations of fixed assets required by the legislation in force which were not in force at the signing date of this Lease. If there is a change in the circumstances, the Parties agree to renegotiate the terms determined by it.
- 9.3 None of the Parties may transfer nor assign any of its rights or obligations set out under this Lease, without prior express and written consent of the other Party. In such a case, the Transferor (Assignor) shall remain fully liable to the other Party for the fulfilment of the obligations provided in this Lease.

10. Termination

- 10.1 This Lease shall terminate *ex officio* without the need to carry out any prior formalities, on the expiry date of the lease term.
- 10.2 The Lease may terminate at a date prior to the termination of the Lease, only by consent of the Parties.

11. Applicable Law. Settlement of Disputes.

- 11.1 This Lease is governed and shall be interpreted in accordance with the Laws of Romania.
- 11.2 The Parties shall endeavour to settle amicably any claim or dispute arising between them in or in connection with this Lease. Any dispute, controversy or claim arising out of or in connection with this Lease, or its breach, termination or invalidity, which cannot be settled amicably, shall be submitted for decision to the competent court.

12. Miscellaneous

12.1 Force Majeure

- (a) Any circumstances beyond the control of the Parties which arises after the signature of the Lease and which makes impossible, in whole or in part, the fulfilment of any obligation of either Party, shall be considered as Force Majeure and shall hold harmless the Party invoking Force Majeure to the extent that this Party is unable to fulfil its obligations.

In order to be held harmless for non-fulfilment of obligations, the Party invoking Force Majeure undertakes to immediately notify the other Party of the occurrence of the Force Majeure event, and to certify the event within 5 days of the date of the event occurrence, by a certificate issued by the Chamber of Commerce and Industry of Romania or other similar institution.

12.2 Confidentiality

The Parties agree not to disclose any Confidential Information to any Person without the prior written consent of the other Party. For the purposes of this Clause, "Confidential Information" means the information with respect to the terms and conditions of this Lease and any other documents or agreements relating thereto, and any other information acquired in connection with the negotiation, performance and enforcement of this Lease and any agreement or document relating thereto, bearing in mind that this obligation shall not apply to the extent that:

- (i) the information is now or shall subsequently become public without the breach of this Lease;
- (ii) the information is already known by a Party without being protected by an earlier confidentiality clause binding on the Relevant Party;
- (iii) disclosure of the information is necessary to comply with any legal or other binding requirement, including the application for any authorization or approval from any relevant authority. Each Party agrees to restrict the amount and terms on which the disclosure is made to only such confidential information as is necessary to comply with the requirements of the judicial, law or regulation decision;

- (iv) disclosure of the information is necessary for the purpose of defending the rights under this Lease; or
- (v) disclosure of the information is necessary to be made to directors, agents, employees, representatives, advisers, lawyers or accounts to enable them to fulfil their obligations and these persons have undertaken to keep this information confidential.

12.3 Warranties

The Parties guarantee each other that this Lease represents a valid, legal obligation, enforceable under the terms of this Lease.

12.4 Announcements

Any notification to be sent by one Party to the other Party shall be made in writing and shall be sent by any legally recognized means (fax, letter of acknowledgement of receipt, email etc.)

The Parties shall meet regularly in to discuss their obligations under this Lease and shall make every effort to amicably settle any issue arising therefrom.

12.5 Counterparts

This Lease was concluded today April 1, 2021, in two original counterparts. Each Party shall receive an original copy.

LESSOR
S.N.G.N. ROMGAZ S.A.

LESSEE
S.N.G.N. ROMGAZ S.A. -
FILIALA DE ÎNMAGAZINARE GAZE
NATURALE
DEPOGAZ PLOIEȘTI S.R.L.

CHIEF EXECUTIVE OFFICER
Marius Aristotel JUDE

DIRECTOR GENERAL
Vasile CÂRSTEA

CHIEF FINANCIAL OFFICER
Răzvan POPESCU

ECONOMIC DIRECTOR
Viorica Mariana IONESCU

DIRECTOR OF LEGAL DEPARTMENT
Endre IOO

LEGAL DEPARTMENT
Adrian Iancu AVRAM

HEAD OF ASSETTS DEPARTMENT
Victor Cristian MARIAN

MECHANICAL DEPARTMENT
Marius PELLARINI

Annex A – List of Relevant Assets

List of fixed assets included in the Annexes of Licence No. 1942/2014 transferred to be used by Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești SRL.

**LESSOR
SNGN ROMGAZ SA**

**LESSEE
Filiala de Înmagazinare Gaze Naturale
DEPOGAZ Ploiesti SRL**

ANNEX NO. 2

LEASE OF FIXED ASSETS

No. /

Between:

Societatea Națională de Gaze Naturale „Romgaz” S.A., with headquarters in Mediaș, 4 C.I. Motaș square, Sibiu County, registered at the Trade Registry Sibiu under no. J32/392/2001, fiscal code RO 14056826, bank account no. RO08 RNCB 0231 0195 2533 0001 opened at BCR Mediaș, phone 0374-401020, fax 0269-846901, legally represented by Mr. Aristotel Marius JUDE, Chief Executive Officer, as owner of the leased assets, hereinafter called the **LESSOR**, on one hand

and

Societatea Națională de Gaze Naturale „Romgaz” S.A. - Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești S.R.L. with headquarters in 184 G. Cantacuzino street Ploiești, Prahova County – România, registered at the Trade Registry Office under Prahova court with no. J29/1181/2015, fiscal code: 34915261, bank account no. RO36 BTRL RON CRT 0317066401 opened at Banca Transilvania Ploiesti, legally represented by Mr. Vasile Cârstea, Director General as **LESSEE**, on the other hand

have agreed to conclude this lease contract (“Lease”).

PREAMBLE

(D) Having in view that: establishing the Subsidiary, that acts as a natural gas underground storage operator, is supported by Directive 2009/73/EC of July 13, 2009 on the common rules for the internal market in natural gas, by Article 15, as well as by Natural Gas and Electricity Law no. 123/2012, by Article 141, provided that the Subsidiary is independent from SNGN Romgaz. Thus, the Subsidiary shall fulfil the minimum criteria described in Article 141 of Law 123/2012 and Article 15 of EC Directive 73/2009 regarding the underground storage operator independence.

(E) **Whereas S.N.G.N. „ROMGAZ” S.A. Mediaș** is the owner of fixed assets used for underground storage activities, that are not included in License 1942/2014 and that are going to be used by Filiala de Înmagazinare Gaze Naturale Depogaz Ploiești SRL in its current activities, recorded in Romgaz patrimony in the Fixed Assets inventory according to Annex A hereunder.

(F) **WHEREAS, Filiala de Înmagazinare Gaze Naturale Depogaz Ploiești SRL** acts as independent natural gas underground storage operator, according to License for natural gas underground storage issued by ANRE and for carrying out the underground storage activity it is necessary to conclude a lease contract for the assets provided in Annex A.

13. Definitions

In this Lease the capitalised terms shall have the following meaning, except otherwise provided or required by context:

Assets		mean the fixed assets as described in Annex A attached to this Lease;
Relevant assets investments and upgrade		Means capitalizable expenses in compliance with applicable accounting provisions
Lease Price		Means the price to be paid by the lessee for use of Assets and as compensation for all other rights and obligations undertaken by Romgaz subject to this Lease
Business Day		Means a day (other than Saturday or Sunday) when the banks are usually open for the transaction of general business in Bucharest, Romania.

14. Scope

- 14.1 The scope of this Contract is granting by the Lessor to the Lessee of the right to use the Assets (in compliance with Annex A hereunder) for the term set according to Article 4 below and against the Contract Price.
- 14.2 An initial list of the Assets as of the conclusion date of this Lease is attached hereto as Annex A.
- 14.3 The list of Assets in Annex A shall be updated by signing an addendum to this Lease, if there shall be changes in the body and structure of the Assets.

15. Investments and upgrades of assets

- 15.1 During the term of this lease, the Lessor shall make the investments in the Assets that the Lessor sees as necessary and that shall be included in the investment plan accepted by the Lessee.
- 15.2 Based on the documents requested by applicable regulations and in compliance with the legal and administrative requirements these investments shall be recorded as assets in the Lessors patrimony.

16. Term of Lease

- 16.1 The Lease shall enter into force as of the signing date, conditional upon approval by the Extraordinary General Meeting of Shareholders of SNGN Romgaz SA and it shall be valid for 9 months until December 31, 2021, respectively.
- 16.2 The Lease may be extended by agreement of the parties.

17. Lease Price

17.1 The Lease Price for using the Assets mentioned in Annex A is **2,032,598 RON/ month**, VAT excluded.

The items underlying the price of the lease are accounting depreciations calculated in compliance with IFRS provisions and Public Finances Ministry Ordinance 2844/2016, adding thereto a profit margin and taxes and fees owed as owner of assets, as provided by the applicable law.

17.2 Lease Price Revision

- (a) Should significant deviations occur for the items underlying the lease tariff, deriving from mandatory re-evaluations of the fixed assets, required by the applicable law, changes on taxes/fees established locally or nationally, respectively, the tariff could be reviewed and adjusted accordingly in compliance with Article 9 paragraph 2.
- (b) The lease price shall be modified only by the mutual agreement of both parties, by an Addendum to this Lease.
- (c) During the lease price negotiation period and up until its approval by both parties, the lease services shall not be interrupted by the Lessor Romgaz.

17.3 Payment terms and conditions

- (a) The lease invoice shall be issued on the first business day of the month.
- (b) The lease payment shall be made monthly by payment order or any other legal instrument agreed by the parties, within 60 days from the date of invoice issue. If the Lessee fails to fulfil its contractual obligations to pay the lease or fulfils them in an inappropriate manner, the Lessee undertakes to pay the Lessor overdue penalties equal to the level of overdue payments for fiscal duties established in compliance with applicable regulations effective at the date thereof, calculated on the unpaid amount, starting from the first day after the due date. Notwithstanding the previously mentioned, the due date for the first 2 months shall be 90 days from the date of invoice issue.
- (c) The lease payment shall be made by the Lessee in the accounts mentioned by S.N.G.N. ROMGAZ SA as follows no. RO08RNCB0231019525330001 and RO69RNCB0TVA000000000002 opened at BCR Medias. The Lessee shall remain liable for lease payment if it abandons the assets without the Lessors consent. If the due date is not a Business Day, the payment obligation shall become due on the immediately following Business Day.

18. Romgaz Lessor Rights and Obligations

18.1 Notwithstanding the other provisions of this Lease, the Lessor shall have the following main obligations:

- (a) To ensure the Lessee's free and undisturbed usage of the Assets, protecting it against any disturbances resulting from or in connection with the Lessor's financial or commercial status, as well as from any third parties claims;
- (b) To withhold from any arrangements that could disturb the Lessee's activities related to the Assets;

- (c) Not to sell, transfer, free of any encumbrances or benefit in any other way of the Assets, to obtain, maintain and renew, if the case may be, all the authorizations, agreements, permits and approvals or to send all notifications, information or requests, either directly or through the Lessee, necessary in connection with the enforcement of this Lease and performance by the Lessee of the natural gas underground storage services and the operation of the Assets;
- (d) To provide all the documentation and to take all the necessary endeavours in order to carry out the changes considered necessary for this Lease and to grant the Lessee the rights necessary for fulfilling its rights and obligations under the Underground Storage License, the Concession Agreement and the applicable laws and regulations (issued by the local and central authorities) as they shall be applicable at a given time.

18.2 Romgaz Lessor shall have the following rights:

- (d) To collect the Lease Price according to the terms and conditions provided in this Lease;
- (e) To initiate the changes and/or amendments of this Lease, in case the circumstances underlying this Lease have changed.
- (f) To verify if the Assets provided in this Lease are used for the storage activity;

19. Obligations and rights of the Lessee

19.1 Notwithstanding the other provisions of this Lease, the Lessee shall have the following main obligations:

- (a) to pay the Lessor the Lease Price by the deadline provided in this Lease;
- (b) to notify the Lessor any change of the circumstances which led to the conclusion of this Lease and to duly initiate the modification/supplement/termination of this Lease;
- (c) not to use the Assets for other reasons than those for the performance of natural gas underground operations;
- (d) to use and operate the Assets efficiently and directly in accordance with the operating procedures, for the purpose of providing the gas storage services under safe conditions, economic efficiency and environment protection;
- (e) to keep the assets' integrity, to use them properly, not to modify them without the prior consent of the owner, not to damage or degrade them;
- (f) not to assign this Lease without the consent of the owner and not to sublease any of the assets included in Annexe A to this Lease;
- (g) upon expiry of this Lease, to return the assets in good working condition, based on a Delivery and Take-Over Record signed by both parties;
- (h) to perform on its expense all the maintenance works required or requested by the provisions included in the technical documentation of the Relevant Assets. If the Lessor considers that the maintenance performed by the Lessee does not meet all the requirements to accept the execution on time and in good condition, at its expense, of all additional maintenance works, including damages resulting from its gross negligence on the Assets;

7.2. The Lessee shall have the following main rights:

- (d) to freely and fully dispose of own or third party natural gas, injected into UGS's;
- (e) to freely and fully dispose of Assets:
- (f) to use and operate the Assets for the proper fulfilment of the obligations and conditions provided in the Storage License, in the Concession Agreement, and any other obligations set out under the regulatory framework applicable to gas storage activities;
- (g) to be able to require the Lessor to make such amendments as may be deemed necessary with respect to this Lease in such a way that the Lessee is granted the rights necessary to exercise his rights and to fulfil the obligations set out under the storage License, in the Concession Agreement and the applicable laws and regulations, as they will be in force at a given time.

20. Indemnity

20.1 Each Party undertakes to indemnify the other Party for any losses/damages resulting from a breach of this Lease, except for those arising from the fault of each Party.

20.2 The provisions with respect to the indemnity provided in this Clause shall survive after the Termination of this Lease.

21. Amendment and Assignment

21.1 The amendment of this Lease can be only executed by a written Addendum.

21.2 In the context of this Lease, *a change of circumstances* means the modification or occurrence of new taxes, fees, changes in the arrangements for taxation or fee charge, an increase/decrease in any existing taxes or fees, or the application of new legal requirement relating to the storage of natural gas, mandatory revaluations of fixed assets required by the legislation in force which were not in force at the signing date of this Lease. If there is a change in the circumstances, the Parties agree to renegotiate the terms determined by it.

21.3 None of the Parties may transfer nor assign any of its rights or obligations set out under this Lease, without prior express and written consent of the other Party. In such a case, the Transferor (Assignor) shall remain fully liable to the other Party for the fulfilment of the obligations provided in this Lease.

22. Termination

22.1 This Lease shall terminate *ex officio* without the need to carry out any prior formalities or procedures, on the expiry date of the lease term.

22.2 The Lease may terminate at a date prior to the termination of the Lease, only by consent of the Parties.

23. Applicable Law. Settlement of Disputes.

23.1 This Lease is governed and shall be interpreted in accordance with the Laws of Romania.

23.2 The Parties shall endeavour to settle amicably any claim or dispute arising between them in or in connection with this Lease. Any dispute, controversy or claim arising out of or in connection with this Lease, or its breach, termination or invalidity, which cannot be settled amicably, shall be submitted for decision to the competent court.

24. Miscellaneous

24.1 Force Majeure

- (a) Any circumstances beyond the control of the Parties which arises after the signature of the Lease and which makes impossible, in whole or in part, the fulfilment of any obligation of either Party, shall be considered as Force Majeure and shall hold harmless the Party invoking Force Majeure to the extent that this Party is unable to fulfil its obligations.

In order to be held harmless for non-fulfilment of obligations, the Party invoking Force Majeure undertakes to immediately notify the other Party of the occurrence of the Force Majeure event, and to certify the event within 5 days of the date of the event occurrence, by a certificate issued by the Chamber of Commerce and Industry of Romania or other similar institution.

24.2 Confidentiality

The Parties agree not to disclose any Confidential Information to any Person without the prior written consent of the other Party. For the purposes of this Clause, "Confidential Information" means the information with respect to the terms and conditions of this Lease and any other documents or agreements relating thereto, and any other information acquired in connection with the negotiation, performance and enforcement of this Lease and any agreement or document relating thereto, bearing in mind that this obligation shall not apply to the extent that:

- (i) the information is now or shall subsequently become public without the breach of this Lease;
- (ii) the information is already known by a Party without being protected by an earlier confidentiality clause binding on the Relevant Party;
- (iii) disclosure of the information is necessary to comply with any legal or other binding requirement, including the application for any authorization or approval from any relevant authority. Each Party agrees to restrict the amount and terms on which the disclosure is made to only such confidential information as is necessary to comply with the requirements of the judicial, law or regulation decision;
- (iv) disclosure of the information is necessary for the purpose of defending the rights under this Lease; or
- (v) disclosure of the information is necessary to be made to directors, agents, employees, representatives, advisers, lawyers or accounts to enable them to fulfil their obligations and these persons have undertaken to keep this information confidential.

24.3 Warranties

The Parties guarantee each other that this Lease represents a valid, legal obligation, enforceable under the terms of this Lease.

24.4 Announcements

Any notification to be sent by one Party to the other Party shall be made in writing and shall be sent by any legally recognized means (fax, letter of acknowledgement of receipt, email etc.)

The Parties shall meet regularly in to discuss their obligations under this Lease and shall make every effort to amicably settle any issue arising therefrom.

24.5 Counterparts

This Lease was concluded today April 1, 2021, in two original counterparts. Each Party shall receive an original copy.

LESSOR
S.N.G.N. ROMGAZ S.A.

LESSEE
S.N.G.N. ROMGAZ S.A. -
FILIALA DE ÎNMAGAZINARE GAZE
NATURALE
DEPOGAZ PLOIEȘTI S.R.L.

CHIEF EXECUTIVE OFFICER
Marius Aristotel JUDE

DIRECTOR GENERAL
Vasile CÂRȘTEA

CHIEF FINANCIAL OFFICER
Răzvan POPESCU

ECONOMIC DIRECTOR
Viorica Mariana IONESCU

DIRECTOR OF LEGAL DEPARTMENT
Endre IOO

LEGAL DEPARTMENT
Adrian Iancu AVRAM

HEAD OF ASSETS DEPARTMENT
Victor Cristian MARIAN

MECHANICAL DEPARTMENT
Marius PELLARINI

Annex A – List of Assets

List of fixed assets to be used by Filiala de Înmagazinare Gaze Naturale DEPOGAZ Ploiești SRL.

**LESSOR
SNGN ROMGAZ SA**

**LESSEE
Filiala de Înmagazinare Gaze Naturale
DEPOGAZ Ploiesti SRL**