

## SOCIETATEA NAȚIONALĂ DE TRANSPORT GAZE NATURALE "TRANSGAZ" SA MEDIAȘ

Capital social: 117 738 440,00 LEI ORC: J32/301/2000; C.I.F.: RO13068733

P-ţa C. I. Motaş nr. 1, cod: 551130, Mediaş, Jud. Sibiu Tel.: 0040 269 803333, 803334; Fax: 0040 269 839029 http://www.transqaz.ro; E-mail: cabinet@transqaz.ro



## **CURRENT REPORT**

according to the provisions of Article 82 of Law 24/2017

Date of report: 30 May 2017

Name of issuing entity: SNTGN TRANSGAZ SA MEDIAŞ

Headquarters: Mediaş, 1 Constantin I. Motaş Square, Sibiu County

Telephone/fax number: 0269803333/0269839029

Tax identification code: **RO 13068733** Trade Register number: **J32/301/2000** 

Subscribed and paid-up capital: RON 117.738.440

Regulated market on which issued securities are traded: **Bucharest Stock Exchange**.

## REPORTED EVENTS

**SNTGN Transgaz SA** informs all those concerned on the legal documents concluded with companies directly or indirectly controlled by the Romanian State and which have a cumulated value of at least the RON equivalent of the amount of euro 50.000.

Contract information	Contractual clauses provided in the contract
Contracting Parties	concluded between SNTGN Transgaz SA and S.N.G.N. "ROMGAZ"
_	S.A. Mediaș – Ploiesti Subsidiary
Contract conclusion date and	Contract no. <b>15757 /2017</b> (period 01.04.2017 – 31.03.2018)
nature	
Contract scope	Underground Gas Storage Services Supply
Mutual debts	-
Contract value	RON <b>7.212.860,14</b> Estimated value of the legal document VAT excluded (RON)
Mutual debts	-
	Guarantees:  Art. 15 (1) Upon the conclusion of this contract, the parties decide whether they can present one another one or more guarantee instruments related to their own obligations, as agreed by them, as follows:  a) financial guarantees; b) real guarantees, except for the stored natural gas.  (2) The guarantee provided in par (1) is intended to meet the contractual obligations of the parties in the event of their failure to fulfill their obligations. The amount of this guarantee will be equal to 5% of the value of the services provided under the contract.

	(3) In case of the performance of the guarantee established under para. (1), the concerned party shall be obliged to reconstitute the established guarantee within 7 calendar days of its execution.
Stipulated penalties and guarantees provided	<b>Art. 16.</b> - If the parties establish real guarantees, the guarantee contracts will be signed upon the execution of this contract.
	Penalties:
	Art. 24 (1) If the provider does not fulfill his obligation to provide natural gas storage services under the program agreed by this contract, as well as any other obligations established by the present contract, the beneficiary is entitled to request and receive damages, according to the damage caused.  2) The non-fulfillment of the obligation to pay the equivalent of the underground natural gas storage services provided in art. 10 par. (2), incurs:
	a) the collection of late payments, calculated on the unpaid value, in an equal share to the level of the interest due for the non-payment of the budgetary obligations within the deadline, for each day of delay starting from the 16th calendar day from the issue of the invoice until its complete payment, including the day of payment, in the event of default, within 15 calendar days of the due date;
	b) interruption of natural gas injection/extraction services to/ from underground storage facilities, with a 3 calendar days' notice, as of the 31st calendar day from the invoice issue date;
	c) the execution of the guarantee established in accordance with Article 15, with a prior notice, sent after the expiry of the 15 days of the grace period and at least 3 days prior to the date of the actual execution;
	<ul> <li>d) Exercising the right of retention on the quantity of natural gas stored.</li> <li>(3) The exercise of the right to execute the guarantee under the conditions laid down in Article 24 paragraph 2 letter c of this contract as well as the right of retention may also be made in case of non-fulfillment of the contractual obligations of the beneficiary, other than those stipulated in paragraph (2).</li> <li>(4) Should the measures provided for in paragraph (2) and (3) not ensure the full coverage of the damage suffered by the supplier, the beneficiary shall pay damages to him/her in accordance with the legal provisions in force.</li> </ul>
Payment terms and modalities	<b>Art.9.</b> The Beneficiary shall pay the supplier the value of the Underground Natural Gas Storage Services, calculated on the basis of the Regulated Tariff for Underground Storage Services, as set out in Annex 7, in accordance with the legislation in force.
	<b>Art.10 (1)</b> According to the formula and tariff set out in Annex no. 7 to the present contract, the supplier will charge monthly the beneficiary, the equivalent of the provided storage services. The payment of the value of the
	storage services shall be made in the order of the maturity of the issued invoices, by a Payment Order or by any other legal payment instrument agreed between the parties and deemed to be made when the sums are released to the account of the provider no. RO74 RNCB 0205 0448 6013 0001, opened

at BCR-Ploiesti Branch.

(2) The payment of the value of the underground natural gas storage services is effected monthly within 15 calendar days from the date when the invoice

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Director - General Ion STERIAN