Gas Supply Agreement

between

WINGAS UK LIMITED

and

CUSTOMER

Contract Reference: WGXXXXX

WINGAS UK LIMITED SPECIAL TERMS AND CONDITIONS

WINGAS UK Limited Reference: **WGXXXXX**

Supply Start Date: **01st Month Year at 0600 hours**

Supply End Date: **01st Month Year at 0600 hours**

This Agreement consists of:

(A) These Special Terms and Conditions which comprise:

(i) Part A: Parties;
(ii) Part B: Price;
(iii) Part C: Supply;
(iv) Part D: Form of Credit Support;
(v) Part E: Variations;

(B) The General Terms and Conditions;

as such Special Terms and Conditions and General Terms and Conditions Version 4.3 are amended or supplemented in accordance with their terms.

Executed on behalf of WINGAS UK LIMITED	**Executed on behalf of CUSTOMER**
Signature: Print Name: Position: Date:	Signature: Print Name: Position: Date:

Price Schedule:

Management Fee	0.0000 p/kWh
Cashout Premium	0.0000 p/kWh
Unfixing Fee	0.0000 p/kWh per transaction
Payment Days	14

Part A: Parties

WINGAS UK Registered Address	Customer Registered Address
WINGAS UK LIMITED (referred to as "WINGAS UK")	CUSTOMER (referred to as "Customer")
Burleigh House, 73-75 Sheen Road, RICHMOND Surrey TW9 1YJ	ADDRESS
Registered Company Number 05042905	**Registered Company Number** xxxxxxx

Part B: Price

The Price shall be the sum of the relevant charges below**:**

Commodity

1) ICIS Heren NBP Day Ahead and Weekend Offer (hereinafter referred to as "The Default Price") shall be the commodity charge for all delivered Gas the commodity charge of which has not been Price Fixed prior to delivery. The Weekend Offer Price is the Weekend Offer Price published on the last Business Day before the weekend.

2) Alternatively, the Customer has the option to Price Fix the commodity charge on one or more of the following options in minimum tranches of Quantities agreed in Part C**.** Normal trading hours are 0900 hours – 1600 hours, within which all transactions must be concluded.

a) Forward Price Fix: Where the commodity charge for any period from the current Month up to but not further than the lesser of 36 Months or the duration of this Agreement, can be Price Fixed based, where appropriate, on a market reflective price at the time of Price Fixing.

b) Within Month Price Fixing: Where the commodity charge within Month is available in the form the Customer wishes to fix, quantities can be Price Fixed within Month for any period prior to the Day of delivery.

c) ICE End of Day Settlement: Where the commodity charge is the price listed on the ICE Natural Gas Futures End of Day Report (Monthly, quarterly or seasonal as agreed) at the column headed "Sett" and subject to the Quantities complying with the following tranche and multiple sizes and the request being received by WINGAS UK's trading desk by 1300 on the Day of price fixing. Quantities Price Fixed using this option will bear the premium shown against the relevant period in addition to the commodity charge.

Period Where: M is the current Month Q is the current quarter S is the current season	Minimum Tranche	Multiple	Premium
Month M+1	1000 th/d	500 th/d	0.00 p/th
Months M+2, 3 and 4	1000 th/d	500 th/d	0.00 p/th
Months M+5 and 6	1000 th/d	500 th/d	0.40 p/th
Quarters +1 and 2	1000 th/d	500 th/d	0.25 p/th
Quarters Q+3 and 4	1000 th/d	500 th/d	0.50 p/th
Seasons S+ 1, 2, 3 and 4	1000 th/d	500 th/d	0.25 p/th
Seasons S+5 and 6	1000 th/d	500 th/d	0.50 p/th

Price Fix or Price Unfix on M+1, 2, 3 and 4 are restricted to two Price Fixes and one Price Unfix per Month.

d) ICE M-1 First 5 day: The commodity element of the Price for the Month of supply will be the average of the ICE Natural Gas Futures Contract Index for the Month of supply as published on www.theice.com using the first 5 Business Days of the Month prior to the Month of supply The latest date for electing this option is the penultimate Business Day of

	the Month which is 2 Months prior to the Month of supply (for example, the penultimate Business Day of January for deliveries in March). Quantities Price Fixed using this option will be subject to the premium for Month M+1 fixes listed in option c). **e) ICE M-1 Last 5 day**: The commodity element of the Price for the Month of supply will be the average of the ICE Natural Gas Futures Contract Index for the Month of supply as published on www.theice.com using the last 5 Business Days of the Month prior to the Month of supply The latest date for electing this option is the penultimate Business Day of the Month which is 2 Months prior to the Month of supply (for example, the penultimate Business Day of January for deliveries in March). Quantities Price Fixed using this option will be subject to the premium for Month M+1 fixes as listed in option c). **f) Price Unfixing:** A commodity charge that has previously been Price Fixed can be Price Unfixed based, where appropriate, on a market reflective price at the time of Price Unfixing. Where prices for the products listed above are not quoted within the market WINGAS UK will endeavour to calculate and offer a market reflective price for the relevant Period. **3) Execution of Transactions:** All transactions will be conducted between named counterparties over recorded telephone lines and confirmed in writing by fax or email. The commodity charge for any Price Fixing or Price Unfixing transaction will be binding from the moment of the telephone agreement.

Part B: Price (continued)

4) For the purpose of invoicing a weighted average cost of all Gas off taken on each Day of the relevant Month will be calculated as follows and will be the commodity charge element of the Price for all Quantities delivered in that Month.

$$\frac{(\Sigma(F_p \times F_v) - \Sigma(UF_p \times UF_v) + \Sigma(D_p \times D_v) + \Sigma(EQ_p \times EQ_v) - \Sigma(SQ_p \times SQ_v))}{\Sigma(F_v - UF_v + D_v + EQ_v - SQ_v)}$$

Where:

F_p is the price of Gas that has been Price Fixed

F_v is the Quantity of Gas that has been Price Fixed

UF_p is the price of Gas that has been Price Unfixed

UF_v is the Quantity of Gas that has been Price Unfixed

D_p is the price of Gas that has been delivered on The Default Price

D_v is the Quantity of Gas that has been delivered on The Default Price

EQ_p is the weighted average of ICIS Heren Day Ahead and Weekend Offer Prices plus the Cashout Premium in accordance with the clause entitled "Commodity for quantities in excess of contract quantities"

EQ_v is the total Quantity of Gas delivered to the Customer in excess of the daily quantities in accordance with the clause entitled "Commodity for quantities in excess of contract quantities"

SQ_p is the weighted average of ICIS Heren Day Ahead Weekend Bid Prices minus the Cashout Premium in accordance with the clause entitled "Commodity for contract quantities not taken"

SQ_v is the Quantity of Gas in accordance with the clause entitled "Commodity for contract quantities not taken"

Part B: Price (continued)

Commodity for contract quantities not taken	Where the total Quantity of Gas delivered in any Day is less than the Quantity of Gas specified as the Quantity for a Month divided by the number of Days in that Month in the table headed Contract Quantity (less any Quantity not taken because of an Event of Force Majeure) the Customer shall be charged for the Quantity of Gas so specified as if it had been delivered at the Price. The Quantity of Gas not taken will then be sold back to WINGAS UK at the ICIS Heren NBP Day Ahead and Weekend Bid price minus the Cashout Premium, together with any Scheduling Charges arising from not taking the Gas. All Gas specified in the table headed Contract Quantity and not taken will result in recompense to WINGAS UK of any losses and all further costs incurred by WINGAS UK that directly arise as a result of any necessary disposal transaction(s).	
Commodity for quantities in excess of contract quantities	Where the total Quantity of Gas delivered in any Day is greater than the Quantity of Gas specified as the Quantity for a Month divided by the number of Days in that Month in the table headed Contract Quantity the Customer shall be charged for the difference between the Quantity of Gas so specified and the actual Quantity of Gas delivered at the ICIS Heren NBP Day Ahead and Weekend Offer Price plus the Cashout Premium, together with any Scheduling Charges arising from taking the Gas.	
Management Fee	See Price Schedule	
Cashout Premium	See Price Schedule	
Unfixing Fee	See Price Schedule	
Transportation	Pass Through	
Metering Charges	Pass Through	
Out of Contract Margin (if applicable)	DM Sites	0.3412 pence per kWh of Gas PLUS £100 per meter per month management charge
	NDM Site	0.6824 pence per kWh of Gas PLUS £100 per meter per month management charge

Part C: Supply: Contract Quantities, Nominations and Revisions

Nominations For Daily & Non Daily Metered Sites	The columns headed Total kWh per Period in the table headed Contract Quantity set out the Annual and Monthly Quantities. The Daily Quantity is the Monthly Quantity of Gas to be made available and taken in accordance with this Agreement divided by the relevant number of Days in that Month. The Quantities are subject to revision by agreement and any revision will be recorded on a signed and dated table which shall not be valid until confirmed by the WINGAS UK Trading Team. In the absence of any nomination in writing by the Customer issued subsequently to the then current table headed Contract Quantity, the Monthly and Daily Quantities are the Customer's nominations for Gas to be made available in the relevant Month and on any Day in the relevant Month. The Customer can reforecast each Month's Gas consumption (increase or decrease) up to 1230 hours on the second last Business Day of the Month prior to the Month of consumption for all Quantities of Gas that have not previously been Price Fixed pursuant to the option to Price Fix the commodity price in Part B above. The aggregate nominations for Daily Quantities (whether in writing or deemed) may not exceed the sum of daily capacity for the relevant metering equipment; in the event of any excess WINGAS UK reserves the right to adjust the nomination. All reforecasts of Gas revised on this basis shall be matched by an equivalent adjustment of the table headed Contract Quantity and shall replace any and all existing tables of the same title belonging to this Agreement with effect from the date of the reforecast.
Tranches for Price Fixing and Unfixing	Any Daily Quantity of Gas for which the Customer wishes to Price Fix the commodity charge must be no greater than the Daily Quantity shown, or implied, for that Month in the table headed Contract Quantity. Any Quantities of Gas which the Customer wishes to Price Unfix shall not exceed the aggregate Quantity which has been Price Fixed for the relevant Day. Except for the tranche sizes for option 2 (c, d, e) above, the minimum tranche size is 500 therms per Day. The minimum tranche size for option 2 (c) is as set out in that option in Part B. The minimum tranche size for option 2 (d, e) is 5,000 therms per Day and tranches for these options will be in multiples thereof. WINGAS UK may at its discretion permit on one occasion a single transaction of a residual Quantity for any period in order to bring to 100% the Price Fixed Quantity for that Month in accordance with the table headed Contract Quantity.

Part C: Supply: Contract Quantities, Nominations and Revisions (continued)

Contract Quantity

The Quantities set out below are the contracted Quantities at the Start Date and may be amended during the Supply Period by agreement using the following procedure:

- The Customer requests a reforecast of offtake Quantities for any given Period of this Agreement.
- WINGAS UK confirms in writing (PDF by email) to the Customer the change in Quantities proposed by the Customer and the price implications (if any) relating to any Quantities already Price Fixed.
- On receipt of the Customer's signed response, WINGAS UK will record the changes to the table headed Contract Quantity and issue a new table superseding all others.

The calculations used for Quantities priced at the Default Price, or Price Fixed and Price Unfixed are performed using as a baseline the Quantities in the latest table headed Contract Quantity that has been confirmed by WINGAS UK.

Contract Quantity

CONTRACT REF: WG13992

TERM SHEET REF: 12 (for internal use only)

	Total kWh per Period				Information only Equivalent value in therms per day calculated at 29.3071kWh = 1 therm			
	2014	2015	2016	2017	2014	2015	2016	2017
Jan		32,907,025	32,907,025			36,220	36,220	
Feb		31,372,789	31,372,789			38,232	38,232	
Mar		27,978,509	27,978,509			30,796	30,796	
Apr	29,590,966	29,590,966			33,656	33,656		
May	29,265,139	29,265,139			32,212	32,212		
Jun	12,462,555	12,462,555			14,175	14,175		
Jul	29,140,447	29,140,447			32,075	32,075		
Aug	28,578,359	28,578,359			31,456	31,456		
Sep	26,870,302	26,870,302			30,562	30,562		
Oct	29,592,379	29,592,379			32,572	32,572		
Nov	22,338,559	22,338,559			25,407	25,407		
Dec	33,957,069	33,957,069			37,376	37,376		
ACQ	241,795,775	334,054,098	92,258,323					

For NDM Sites, estimates for charging purposes for the Quantities Delivered will be profiled according to each Site's EUC profile advised by the Transporter in force at the time of delivery.

Part C: Transportation

For information only the transportation charges for this contract will be calculated against the values in the table below. These are subject to review and amendment by the Transporter based on actual capacity usage:

Transportation Schedule:	Contract Reference:
CUSTOMER	WGXXXXX

Site Address	Meter Point Reference Number	Meter Serial Number	Annual Transporter Quantity (kWh)	Transporter Max Daily Consumption (kWh)
ADDRESS	MPRN	MSN	9,999,999	9,999,999

Part D: Form of Credit Support

CUSTOMER is initially not required to provide Credit Support.

In addition to Clause 8 of the General Terms & Conditions, WINGAS UK is entitled to demand Credit Support and/or adjust the payment terms referred to in Clause 7. (*Billing and Payment)* in the event that WINGAS UK (in its sole discretion) reasonably determines that anyone or more of the following cases (but without limitation) has occurred:

The Customer's Tangible Net Worth (defined as shareholders capital minus intangible assets) shall not fall below GBP 999,999,999, the Tangible Net Worth-ratio (defined as (Tangible Net Worth / balance sheet total minus intangible assets) times 100) shall not fall below 999% (NINETY-NINE), or the Tangible Net Worth shall not be reduced by 99% (NINETY-NINE) or more compared to the Customer's previous financial year.

XXXX ceases to own directly or indirectly a majority of the share capital or voting rights of CUSTOMER at any time.

One or more of the Credit Rating Agencies downgrade the Credit Rating of XXXX below, in the case of S & P, BBB- or, in the case of Moody's, Baa3 (if rated by both Credit Rating Agencies, the lower Credit rating shall apply); or if the rating is withdrawn.

(*or)*

CUSTOMER is required to provide Credit Support as defined in clause 8 of the General Terms & Conditions as at two weeks prior to the Supply Start Date.

The initial Credit Support is: 999,999 GBP

Part E: Variations to the General Terms and Conditions

NO VARIATIONS

Emergency Contacts Form

Contacts must be available 24 hours a day / 7 days a week in case of any gas emergency or interruption. This form must be completed at the point of signature and initialed below.

Site Address	Meter Point Reference Number	Emergency Contact Full Name (s)	Job Title (s)	Main Contact Telephone Number (s)	Mobile Contact Telephone Number (s)	Fax Number (s)	24 Hour contact? (Please Tick)
ADDRESS	MPRN	1.	1.	1.	1.	1.	
		2.	2.	2.	2.	2.	
		3.	3.	3.	3.	3.	