

## BANK GUARANTEE FORM

To:

**NAFTA Speicher Inzenham GmbH**  
Moos 7  
83135 Schechen  
Germany

Bank Guarantee No.

To Whom It May Concern,

We understand that company [MISSING DATA TO BE INSERTED] with registered office: [MISSING DATA TO BE INSERTED], registered with the Commercial Register [MISSING DATA TO BE INSERTED] under [MISSING DATA TO BE INSERTED] (hereinafter referred to as the “**Customer**”) concluded with NAFTA Speicher Inzenham GmbH with registered office: Moos 7, 83135 Schechen, Germany, registered with the Commercial Register of the Local Court (Amtsgericht) of Traunstein under HRB 27687 (hereinafter referred to as the “**NAFTA Speicher Inzenham**”) the Agreement on Provision of Inverse Storage with asset Loan No. [MISSING DATA TO BE INSERTED] signed on [MISSING DATA TO BE INSERTED] (hereinafter referred to as the “**Agreement**”).

In accordance with the terms of the Agreement, the Customer is required to provide you with the Bank Guarantee in the amount of **[MISSING DATA TO BE INSERTED] EUR** (to wit: [MISSING DATA TO BE INSERTED] EUR). *(The amount of the Bank Guarantee shall be calculated based on the Storage Price and the Gas quantity lent to the Customer as stipulated in point 2 of the Agreement.)*

By order of and for account of the Customer we, [MISSING DATA TO BE INSERTED] (hereinafter referred to as the “**Bank**”) hereby irrevocably and unconditionally undertake to pay to you on your first demand any amount not exceeding **[MISSING DATA TO BE INSERTED] EUR** (to wit: [MISSING DATA TO BE INSERTED] EUR) to any account designated by you within 5 Business Days following receipt of your written demand for payment, stating that the Customer has failed to fulfil its obligations under the Agreement. NAFTA Speicher Inzenham shall not be required to proceed against the Customer to enforce its claims under the Agreement before demanding payment under the Bank Guarantee.

This Bank Guarantee is valid and effective from **[MISSING DATA TO BE INSERTED]** until **[MISSING DATA TO BE INSERTED]** (hereinafter referred to as the “**Expiry Date**”). This Expiry Date is the latest date for receipt by us of any claims hereunder.

This Bank Guarantee will not expire if NAFTA Speicher Inzenham has raised any claim under the Bank Guarantee. With each payment made by us under this Bank Guarantee, our obligation will automatically be reduced accordingly.

This Bank Guarantee and relations resulting of it shall be governed by the Uniform Rules for Demand Guarantees (URDG) 758 whereas article 15a is hereby excluded / by German law. *(One option shall be selected.)*

In ....., on .....

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Signed: authorized representatives of the Bank

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