

To
OMV Gas Storage Germany GmbH
c/o GÖRG Partnerschaft von Rechtsanwälten mbB
Kennedyplatz 2
50679 Cologne
Germany

(Beneficiary)

Date:

Letter of Comfort / Parent Company Guarantee

Dear Sir or Madam,

We have been informed that[Customer, address], in which we hold a [.....] % majority share as well as the control rights, has entered into a contract ("Storage Contract") for the storage of natural gas at the Etzel underground facility, reference number [OMV contract reference number], with effect from [Contract date]. Any terms which are not specially defined in this letter have the meaning ascribed to them in the Storage Contract.

As security for payment under the contract, we provide the following Guarantee:

We [parent company] ("Guarantor") irrevocably and unconditionally undertake to pay the respective amounts due to you, OMV Gas Storage Germany GmbH, by [Customer] that are specified in your demand and to do so within ten days to the bank account designated by you in your demand. For the avoidance of doubt, it is expressly noted that this declaration does not establish a contract of surety or constitute accession to any Storage Contract.

Our guarantee and payment obligation is limited to EUR [See section 10]. It is only applicable to the above-mentioned Storage Contract and in relation to the payments owed by [Customer].

This Guarantee is issued for a fixed term and is valid until [_____] [at least 6 months after the expiry of the legally binding contract] and will terminate at the end of such day.

A call on the Guarantee is deemed to be made on time if a written demand is sent by registered letter with return receipt, at the latest, on the day that the Guarantee expires.

The Guarantor represents and warrants:

- A. The execution, delivery and performance by the Guarantor of this Guarantee and the performance of its obligations under this Guarantee have been duly authorized by all necessary corporate actions and approvals and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents; or
 - any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - the terms of any Storage Contract or other document to which the Guarantor is a party or which is binding upon it or any of its assets.
- B. This Guarantee is a legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor subject to applicable insolvency or similar laws.
- C. The Guarantor acknowledges that the Beneficiary has accepted this Guarantee in full reliance on these representations and warranties.

This Guarantee will be governed by and construed in accordance with German law excluding its conflict-of-laws rules. Any dispute arising out of or in connection with this Bank Guarantee, including any question regarding its existence, validity or termination, will be exclusively settled by the competent courts of Cologne.

[Yours sincerely,]
[Briefkopf Garantiegeber]