

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

This BANK GUARANTEE is issued today [date] by [name, address, etc. of the bank] ("Guarantor") in favor of OMV Gas Storage Germany GmbH, c/o GÖRG Partnerschaft von Rechtsanwälten mbB, Kennedyplatz 2, 50679 Cologne, Germany ("OMV Gas Storage").

[Name, address, etc. of the customer] ("Customer") has entered into a contract ("Storage Contract") with OMV Gas Storage for storage services in respect of natural gas at the ETZEL underground storage facility, reference number [OMV contract reference number]. The Storage Contract provides that the Customer must provide OMV Gas Storage with a bank guarantee to secure the Customer's payment to OMV Gas Storage for its services as well as to secure any liability on the part of the Customer under such contract.

Now, therefore, the Guarantor hereby declares the following:

1. The Guarantor irrevocably guarantees punctual payment in full to OMV Gas Storage of all remuneration and other monies up to a maximum amount of EUR [insert amount] ("Maximum Guaranteed Amount"), which are due and payable from time to time by the Customer or its legal successor under the Storage Contract, in the event that the Customer fails – for any reason whatsoever – to pay such remuneration and/or amounts that are due and payable to OMV Gas Storage under the Storage Contract.
2. The Guarantor unconditionally undertakes to pay OMV Gas Storage immediately upon demand the respective amounts stipulated in OMV Gas Storage's demand and waives any recourse to the defense of unexhausted remedies. The Guarantor will make all such payments within seven banking days from receipt of a demand. The payable amount must include all amounts which OMV Gas Storage would have received if the Customer had made its payments punctually and any (extrajudicial and judicial) costs and expenses which OMV Gas Storage has incurred in connection with the collection of payment from the Customer and/or Guarantor. The Guarantor will make every payment in the manner instructed by OMV Gas Storage.

3. The Guarantor's payments to OMV Gas Storage will not be subject to any defenses by the Customer or third parties and must be paid such that no taxes, fees or other levies, deductions or retentions of any kind whatsoever are charged to OMV Gas Storage.

4. This Bank Guarantee is issued for a fixed term and is valid until [insert date: 6 months from the expiry of the Storage Contract] and will terminate at the end of such day ("Expiry Date"). A call on the Bank Guarantee is deemed to be made on time if a demand pursuant to point 2 is sent by registered letter to the above-mentioned address of the Guarantor, at the latest, on this day.

5. This Bank Guarantee is a continuing guarantee, which enters into effect on the date mentioned above and remains unconditionally valid and effective until whichever of the following events occurs first:

(i) such time as when the Bank Guarantee is returned for cancellation; or

(ii) such time as when the Guarantor has paid the Maximum Guaranteed Amount to OMV Gas Storage under the present Bank Guarantee; or

(iii) the Expiry Date of the Bank Guarantee.

6. In the event that OMV Gas Storage grants a deferment of payment or makes other payment concessions to the Customer or if it accepts, holds, varies, abstains from perfecting or releases any other security for any of the payments guaranteed under this Bank Guarantee, this will neither limit the rights of OMV Gas Storage under this Bank Guarantee nor release or discharge the Guarantor from its obligations hereunder.

7. This Bank Guarantee also applies to any successors of the Customer. OMV Gas Storage may assign its status as beneficiary together with all of its contractual rights to its legal successor. The consent of the Guarantor is not required for this, but OMV Gas Storage must notify it of the assignment in writing. OMV Gas Storage's express consent is required for any assignment by the Guarantor to a legal successor.

8. This Bank Guarantee will be governed by and construed in accordance with German law (without regard to its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods). Place of performance is Köln.

9. 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.

Bank's signature