

PARENT COMPANY GUARANTEE

granted on [●] (hereinafter „**Parent Company Guarantee**”),

by [●] of [●] with registered office in [●], registered in the [●] registry number [●] maintained by [●] VAT No. [●]; Company Registration No.: [●], with share capital amounting to [●] of which paid in [●], represented by:

1. [●]
2. [●]

hereinafter referred to as “**Guarantor**”

to and for the benefit of **Operator Gazociągów Przesyłowych GAZ-SYSTEM S.A.** with the registered office in Warsaw (02- 337), ul. Mszczonowska 4, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the KRS, under number 0000264771, NIP /VAT: 527-243-20-41, REGON: 015716698, with share capital of 8 877 190 842 PLN fully paid, hereinafter referred to as “**Beneficiary**”.

1. This Parent Company Guarantee is granted in connection with the submission of an Offer of the Participant in the FSRU Procedure for the provision of Regasification Services_{FSRU} by [●] of [●] with its registered office in [●], entered in [●] under number [●] kept by [●], Tax Identification Number (TIN): [●]; Company Registration No. REGON: with share capital of PLN [●] and paid-up capital of [●] (hereinafter referred to as the ‘**Participant**’) in the procedure for the provision of Regasification Services_{FSRU} for the planned Terminal_{FSRU} (‘**FSRU 2 Procedure**’) administered by the Beneficiary.
2. The Guarantor is aware and acknowledges that: (i) all the participation terms and conditions in the FSRU 2 Procedure, in particular the provisions contained in the General Implementation Conditions for the FSRU 2 Procedure and the appendices thereto, and (ii) the terms and conditions of all agreements that the Participant has undertaken to conclude as a result of its participation in the Procedure, including: Regasification Agreement_{FSRU} Regasification Order_{FSRU} (hereinafter collectively referred to as the ‘**Contract**’) and Slot Sharing Agreement within 10 business days of receiving the draft Contract from the Beneficiary.
3. Terms written in capitals herein which are not defined separately shall have the meanings assigned to them in the General Implementation Conditions or in the appendices thereto.
4. Subject to the terms and conditions set out in this Parent Company Guarantee, the Guarantor, as the dominant undertaking (within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection, consolidated text: Journal of Laws of 2025, item 1714, as amended) irrevocably and unconditionally guarantees to the Beneficiary the coverage of any claims arising from:
 - a. non-performance or improper performance by the Participant of its obligations under the Participant's Offer for Regasification Services_{FSRU} submitted to the Beneficiary including in particular the Participant's failure to conclude the Contract and Slot Sharing Agreement within the time limit specified in point 2;
 - b. non-performance or improper performance of the Participant's obligations under the Contract, including contractual penalties, including those arising from the termination,

cancellation or expiry of the Contract before the expiry of the term for which it was concluded;

also related to the initiation of liquidation proceedings against the Participant or the establishment of compulsory administration with respect to the Participant.

c. (**'Guaranteed Liabilities'**).

5. This Parent Company Guarantee shall enter into force on the date of submission of the Offer by the Participant or, if the Participant has provided a security deposit for the purpose of submitting the Offer, no later than 6 months of the Offer submission date, if the Beneficiary has concluded a Contract with the Participant.
6. The Guarantor's total liability towards the Beneficiary under this Parent Company Guarantee for the Guaranteed Liabilities shall not exceed the gross amount of [●] PLN *[the amount corresponding to the value of the Participant's Regasification Services_{FSRU} covered by the Offer during a period of 1 (one) Gas Year in which the value of such Regasification Services_{FSRU}, determined on the basis of indicative tariff rates for the use of the Regasification Services_{FSRU}, as referred to in the tariff calculator constituting Annex 6 to FSRU Procedure 2, is the highest¹]*, i.e. the amount calculated in accordance with the rules described in section 10.2 of the General Implementation Conditions.
7. The Guarantor undertakes that in any case where the Participant fails to pay any amount due to the Beneficiary in respect of the Guaranteed Liabilities, the Guarantor shall pay such amount to the Beneficiary upon the Beneficiary's first demand, within seven (7) business days of receipt of the request for payment which states - according to the facts of the case - that the Participant has failed to perform or has improperly performed its obligations under the Offer submitted in the FSRU 2 Procedure or has improperly performed or failed to perform its obligations under the Contract, and specifying the amount of the Beneficiary's claim against the Participant in this regard.
8. The Guarantor undertakes that this Parent Company Guarantee shall remain in full force and effect even if the Participant ceases to be an entity affiliated with the Guarantor or its parent company (within the meaning of the Act of 16 February 2007 on competition and consumer protection, consolidated text: Journal of Laws of 2025, , item 1714, as amended). In such a case, the Guarantor shall be discharged from liability under this Parent Company Guarantee upon delivery to the Beneficiary of a guarantee with content consistent with this Parent Company Guarantee, subject to prior written acceptance of the new guarantor by the Beneficiary (whereby refusal of acceptance requires the statement of the reasons), granted by the parent company (as defined above) in relation to the Participant or the bank guarantee referred to in clause 10.3.1 of the General Implementation Conditions, with the provision that in such a case, the total liability on the part of the new guarantor specified in the new guarantee may be limited to the amount referred to in point 6 above. The Beneficiary may refuse to accept a new guarantor, in particular if the new guarantor does not meet the conditions referred to in point 10.4 of the General Implementation Conditions of the of the FSRU 2 Procedure
9. This Parent Company Guarantee is irrevocable throughout its entire term hereof.

¹ The amount of the guarantee may be subject to change in accordance with FSRU 2 Procedure.

10. This Parent Company Guarantee shall remain in full force and effect until the date on which six (6) months have elapsed following the expiry date of the Regasification Order_{FSRU} and shall expire automatically and in its entirety if no request for payment in accordance with the terms of the Parent Company Guarantee has been submitted by the Beneficiary by that date. If the Beneficiary submits a payment request to the Guarantor before the date referred to in the preceding sentence, the Guarantor shall be obliged to make the payment in accordance with the terms and conditions hereof. For the avoidance of doubt, if the Beneficiary fails to submit a payment request to the Guarantor before the date referred to in the first sentence, this Parent Company Guarantee shall expire on that date, even if it is not returned to the Guarantor.
11. Furthermore, this Parent Company Guarantee shall expire automatically and completely in the following cases: (i) when the original is returned to the Guarantor by the Beneficiary, (ii) when the Guarantor receives a statement from the Beneficiary discharging the Guarantor from its liabilities under the Parent Company Guarantee.
12. All notices and other communications issued under this Parent Company Guarantee shall be made in writing or with a qualified electronic signature, in Polish or in English (with certified translation into Polish), and shall be deemed to have been duly and validly issued and served if delivered or sent in person or by courier, and in the case of electronic correspondence – by e-mail, to the persons and addresses specified below:
For the Guarantor: [●]
For the Beneficiary: [●]
13. The Guarantor agrees to the transfer by the Beneficiary of its rights hereunder to third parties, of which the Beneficiary is obliged to notify the Guarantor.
14. This Parent Company Guarantee shall be governed by and construed in accordance with Polish law, excluding any conflict of law provisions.
15. The Guarantor agrees that any disputes arising in connection with this Parent Company Guarantee which are not settled amicably within sixty (60) days of the dispute arising shall be settled by the court having jurisdiction over the Śródmieście district of the Capital City of Warsaw.
16. Any amendments to the terms and conditions of this Parent Company Guarantee shall require, in order to be valid and effective, a written form or a qualified electronic signature and the Beneficiary's prior consent made in writing (or provided with a qualified electronic signature).

For the Guarantor

[Full name and function]