Parent Company Guarantee

**THE UNDERSIGNED**

1. Name and address, hereinafter referred to as "Guarantor";

and

**2.** GASUNIE TRANSPORT SERVICES B.V., hereinafter referred to as "Beneficiary";

The Guarantor and Beneficiary are hereinafter together referred to as the "Parties" and each a "Party";

**WHEREAS**

1. Beneficiary and name and address (hereinafter referred to as the "Obligor") have entered into and/or will enter into one or more agreements subject to the Transmission Service Conditions (hereinafter together referred to as the "Agreement") pursuant to which the Obligor has various payment obligations arising from or relating to the Agreement towards the Beneficiary (collectively: the "Secured Obligations").
2. Guarantor is sole or majority owner of the Obligor.
3. The Beneficiary has requested the Guarantor to grant a guarantee for the performance by the Obligor of the

Secured Obligations, and the Guarantor has accepted to grant a guarantee for the performance of the Secured Obligations on the terms and conditions laid down in this Parent Company Guarantee (hereinafter referred to as the “Guarantee”).

**HAVE AGREED AS FOLLOWS:**

1. **Guarantee.**
	1. Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary the due and punctual performance of the Secured Obligations. This Guarantee creates a joint and several (*hoofdelijk*) liability of the Guarantor and is in no way to be considered as a surety (*borg*) and none of the provisions of the Dutch civil code on surety apply to this Guarantee.
	2. Guarantor irrevocably and unconditionally guarantees as its own obligation to pay to the Beneficiary, within

five (5) business days upon first written demand from the Beneficiary, stating that the Obligor is in default of its obligations under the Agreement, all monies that have become due and owing pursuant to the Agreement for which the Obligor is in default provided that the aggregate amount that may be claimed by the Beneficiary hereunder shall not exceed the sum of EUR amount. Partial drawings are allowed. The written demand shall be accompanied by (i) a signed statement by an authorized representative of the Beneficiary stating that the amount claimed is due and remains unpaid at the time of drawing; and (ii) a copy of the related commercial invoice(s). Guarantor agrees to make any payment due under this Guarantee without set-off or counterclaim.

All payments by the Guarantor under this Guarantee shall be made without any deduction, of and free of any taxes.

**1.3** Beneficiary is entitled to enforce this Guarantee despite any other security or guarantee that the Obligor may have rendered in relation to its obligations under the Agreement and also in case Obligor is declared bankrupt or is granted a (provisional) suspension of payment or is declared in a similar legal status affecting the rights of creditors generally.

**1.4** Guarantor represents and warrants that it has all necessary and appropriate powers and authority to execute this Guarantee and to perform its obligations under this Guarantee.

1. **Term and Termination.**
	1. This Guarantee shall come into force on day month year and shall continue to be in full force and effect until day month year.

**2.2** In case of termination or expiry of this Guarantee, all liabilities hereunder shall be terminated and discharged and the Guarantor shall have no further liability to the Beneficiary under this Guarantee save in respect of payment obligations or liabilities which have arisen prior to the expiration or termination date of the Guarantee. Such payment obligations or liabilities remain due and have to be fulfilled by the Guarantor.

**2.3** The Guarantor and the Beneficiary may jointly decide to terminate this Guarantee if and to the extent that the Obligor has supplied another kind of security to the Beneficiary, provided that such security is sufficiently acceptable to the Beneficiary, at the Beneficiary’s discretion.

1. **Notices.**

All notices and other communication required or permitted by this Guarantee or by law to be served upon or given to a Party by the other Party shall be deemed duly, if addressed to the following addresses:

 To Guarantor: Name

 Address

 Postal code

 Country

 Attn: attn

 Email address

 To Beneficiary: Gasunie Transport Services B.V.

 Concourslaan 17

 9700 AD Groningen

 Postbus 181

 The Netherlands

 Attn: Customer Desk

Customerdesk@gastransport.nl

1. **Assignment.**

Neither the Guarantor nor the Beneficiary may assign this Guarantee or its obligations or rights hereunder without the prior written consent of the other Party.

1. **Severability.**

In the event that a provision of this Guarantee is null and void or unenforceable (either in whole or in part), the remainder of this Guarantee shall continue to be effective to the extent that, given this Guarantee´s substance and purpose, such remainder is not inextricably related to the null and void or unenforceable provision. The Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Guarantee.

1. **Governing Law.**

This Guarantee is governed by the laws of the Netherlands. All disputes in connection with this Guarantee shall be brought to the competent court of Noord-Nederland, location Groningen, the Netherlands.

THUS SIGNED BY

Name Parent Company GASUNIE TRANSPORT SERVICES B.V.

Signed by authorized representative: Signed by authorized representative:

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Name:……………………………………………… Name: Mr. David Bakker

Title:……………………………………………… Title: Manager Customer & Market

Date:……………………………………………… Date: ………………………………………………