

Repertory A No. /

NOTARIAL DEED

On the two thousand, in the Notary Office in at ul.
No., the following person appeared before the notary public:

....., residing in
at ul. No., PESEL (personal identification number)/Passport series and
number
acting on behalf of the Company:
..... with its registered office in
entered in the register of entrepreneurs of the National Court Register maintained by the
District Court for Commercial Division of the National Court Register under number
KRS 0000054588, NIP (tax identification number):
share capital: .., in accordance with the presented excerpt from this register of,
whereas, according to the statement of the Appearing person, his/her rights to represent
the aforementioned Company have not changed since the date of issuing the above-
mentioned excerpt from the register of entrepreneurs.

Note: The passport can be presented if this document is submitted by a company with its registered office outside the Republic of Poland.)

The identity of the Appearing person was established by the notary on the basis of the presented identity card having number .

DECLARATION

OF SUBMISSION TO ENFORCEMENT

§ 1. acting on behalf and for the benefit of
declares that the company he/she represents concluded on
..... with **Operator Gazociągów Przesyłowych GAZ-SYSTEM Spółka Akcyjna** with
its registered office in Warsaw at ul. Mszczonowska 4, 02 – 337 Warsaw, entered into the register of
entrepreneurs of the National Court Register maintained by the District Court for the capital city of
Warsaw, 12 th Commercial Division, under number KRS 0000264771, NIP (tax identification number)
527-243-20-41, REGON (statistical identification number) 015716698 (hereinafter also referred to as
"GAZ-SYSTEM S.A."; "TSO"), Transmission Contract/Interoperator Transmission Contract No.
concluded on (hereinafter referred to as the "Transmission Contract"), the subject of which
is the provision of services by TSO covering:

- the right to use the transmission system within the allocated capacity (PP);
- services of gas transmission via the transmission system, within the allocated transmission ability (PZ);
- balancing of the quantity of the gas delivered and off-taken from the transmission system owned by GAZ-SYSTEM S.A.

The Transmission Contract entered into force on and was concluded for an

indefinite period of time.

§ 2.acting on behalf and for the benefit of declares that in accordance with the Transmission Contract, the Company is obliged to pay GAZ-SYSTEM S.A. the fees for the available capacity calculated on the basis of the applicable TSO Tariff and the fees for the provision of transmission services, including balancing, not included in the TSO Tariff. The Company is obliged to pay, among others, fees for the services provided by TSO in monthly settlement periods in accordance with the Transmission Contract.

§ 3.declares that in accordance with the provisions of the *General Terms and Conditions of the Transmission Contract*, which provide for the obligation to establish a security in the form of a promissory note and a declaration of submission to enforcement regarding the obligation described in § 2 of this Deed to pay GAZ-SYSTEM S.A. the fees for the services provided by TSO, submits the Company to enforcement directly under this Deed pursuant to Article 777 § 1 point 5 of the Code of Civil Procedure up to the amount of (say:).

§ 4. The right of GAZ-SYSTEM S.A. to initiate and carry out enforcement against the Company under this Deed depends on the occurrence of a delay of at least one (1) month in payment for the services provided by TSO under the Transmission Contract and the Companyfailure to pay the amount due despite receiving a written notification of the intention to terminate the Transmission Contract and setting an additional two-week time limit for the payment of outstanding and current amounts due.

The Company GAZ-SYSTEM S.A. shall be authorized to repeatedly carry out enforcement against the Company under this Deed for all or part of the aforementioned claim.

§ 5. Operator Gazociągów Przesyłowych GAZ-SYSTEM Spółka Akcyjna shall be authorized to apply for enforcement clause for this Deed by the day falling two months after the date of termination of the Transmission Contract/Interoperator Transmission Contract.

§ 6. representing the Company under the business name: with its registered office in declares that no consent of any of the bodies of the Company he/she represents is required to perform the activity covered by this notarial deed.

§ 7. The notary informed the Appearing person about the consequences resulting from Article 777 § 1 point 5 of the Code of Civil Procedure.

§ 8. Excerpt from this Deed may also be released to the Company under the business name

§ 9. The costs of this Deed shall be covered by the Company

§ 10. Fees collected:

The present deed has been read, accepted and signed.