

**THE BALTIC PIPE PROJECT**

**APPENDIX 3.B - BANK GUARANTEE FOR  
THE DANISH PART OF OS 2017**

**VERSION 1.0**

6 June 2017

**Bank Guarantee Payable on Demand for the Danish part of the OS 2017**

furnished by:

**Name:**

**Address:**

**Postcode & city:**

**Company Registration Number:**

hereinafter referred to as "the Guarantor"

on behalf of the Participant:

**Name:**

**Address:**

**Postcode & city:**

**Company Registration Number:**

guarantees for the benefit of:

**Energinet.dk**

**Tonne Kjærsvvej 65**

**DK-7000 Fredericia**

**Company Registration Number: 28980671**

hereinafter referred to as "**Energinet.dk**".

Unless otherwise specifically stated, the definitions used in this guarantee shall have the same meaning as in the OS 2017 Rules, including Appendices.

WHEREAS

- (A) the bank guarantee shall provide Energinet.dk security in accordance with the OS 2017 Rules as well as the payment due under the Participant's Danish OS 2017 Capacity Agreement(s);

The Guarantor hereby undertakes towards Energinet.dk:

1. To pay to Energinet.dk on its first demand stating that payments owing to it under the OS 2017 Rules as well as the payment due under the Participant's Danish OS 2017 Capacity Agreement(s) have not been paid in time.
2. To pay a sum of up to DKK [ ]. In case of any drawing under this first demand guarantee such maximum amount shall automatically be renewed.
3. Energinet.dk shall be under no obligation to supply any documentation or proof underpinning its demand.
4. This first demand guarantee shall be governed by Danish law and any disputes arising under it shall be subject to the jurisdiction of the Maritime & Commercial Court of Copenhagen (Sø- & Handelsretten i København) unless the dispute falls outside the jurisdiction of said court, in which case the dispute shall be subject to the jurisdiction of the City Court of Copenhagen (Københavns Byret).

Date: \_\_\_\_\_

Place: \_\_\_\_\_

For [the Guarantor]

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_