

SPECIMEN NO 3 - BANK GUARANTEE (CREDIT/LOAN REPAYMENT)

.....
(PKO BP SA company stamp)

.....
(place and date of issue)

The Beneficiary:
(Beneficiary's company/name and address of its registered office)

BANK GUARANTEE No. ...

Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna has been informed that according to Credit/Loan* Agreement No. concluded by the Beneficiary on with Messrs.
(credit/loan number) (credit/loan date) (Borrower's company/name and address)
(hereinafter called the 'Borrower'), the Beneficiary has granted the Borrower a Credit/Loan* amounting to..... at per cent p.a.
(credit/loan currency and amount) (credit/loan interest rate)

According to the Credit/Loan* Agreement, conditions of utilization and repayment of the Credit/Loan* plus the interest due, are as follows:

(conditions of utilization and repayment of credit/loan)

In consideration of the above, we, Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna with its head office in Warsaw, address 02-515 Warszawa, ul. Puławska 15, Poland, entered in the register of entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw in Warsaw, XIII Economic Division of the National Court Register, under the KRS number 0000026438, with a share capital to the amount of PLN 1 250 000 000 REGON 016298263, NIP (tax ID) 525-000-77-38, (hereinafter called the 'Bank'), acting on behalf of the Borrower, hereby irrevocably and unconditionally undertake to pay the Beneficiary, holder of this original guarantee, upon the Beneficiary's first, original, written demand for payment, any sum or sums not exceeding in aggregate the total amount of: (say:.....),

(guarantee's currency and amount) (in words:)

including the Credit/Loan* amount, interest due, charges, commissions and other expenses provided in the Credit/Loan* Agreement and being the maximum amount of this guarantee.

The Beneficiary's demand(s) for payment should contain the Beneficiary's statement that the Borrower fails to fulfill their obligations at maturity as per the Credit/Loan* Agreement. The said statement must also declare the amount of the claim and appropriate details concerning the amount of installment due, interest, charges, commissions and other expenses if any and if applicable.

For the purpose of identification, the Beneficiary's demand for payment has to be sent by authenticated SWIFT message to the Bank's SWIFT address: BPKOPLPW.

The amount of this guarantee shall be reduced by the amount of each payment made by the Borrower in accordance with the terms of the Credit/Loan* Agreement, which should be confirmed by authenticated SWIFT message sent to the Bank by the Beneficiary, including the reduced guarantee amount.

The amount of this guarantee shall also be reduced automatically by the amount of each payment made by the Bank according to the terms of this guarantee.

This guarantee is valid until and if that day falls on a day where the Bank is closed for business, the

(guarantee's expiry date)

next/first following business day (hereinafter is called the 'expiry date').

Any demand for payment should be presented to the Bank at office in Warsaw, address: PKO BP S.A., Biuro Finansowania Handlu, 02-515 Warszawa, ul. Puławska 15, Poland or should be sent by authenticated SWIFT message to the bank's SWIFT address BPKOPLPW *, no later than on the expiry date.

This guarantee expires in full and automatically, irrespective of whether this guarantee is returned to the Bank or not¹.

Consequently, any demand for payment under this guarantee must be received by the Bank at this office on or before the expiry date.

This guarantee also expires in full and automatically, if original of this guarantee is returned to the Bank¹.

This guarantee should be returned to the bank after¹:

+ its expiry date or

+ utilization or

+ in the case where either the Borrower or the Bank are released by the Beneficiary from the obligations covered by this guarantee.

This guarantee can not be transferred to another entity without the express written consent of the Bank.

This guarantee shall be governed by Polish law.²

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758³.

.....
PKO BP SA company stamp,
stamps and signatures of persons
authorized to make statements of intent
on behalf of PKO BP Polski SA)

* delete as appropriate

¹ condition to be deleted in case of SWIFT guarantee

² as per Borrower's request guarantee may include the information that it is to be governed by the law other than Polish (for example if it is one of the conditions of signed credit/loan)

³ as per Borrower's request guarantee may be the subject of other ICC rules. It is also possible that the guarantee won't be the subject of any ICC rules.