**Payment Guarantee**

**Guarantee No [Completed by the Bank]**

We, the undersigned

 [insert name of bank/address/reg.. no]

hereby unconditionally guarantee as for our own debt and not as surety only, for account of

 [insert **name of principal**/address/ org. reg. code no]

hereinafter referred to as the “**Principal Debtor**”)

in favor of **Elering AS**, Kadaka tee 42, 12915 Tallinn, Estonia, reg. code no 11022625

hereinafter referred to as the “**Beneficiary**”)

for an amount of up to

EUR [insert the sum in figures]

([insert a sum in letters] Euros)

for the Principal Debtor’s due and punctual performance of all payment obligations which the Principal Debtor has or may incur towards Beneficiary including interest, expenses and commission in connection with Participation Agreement to Estonia- Latvia border PTR-limited.

We shall forthwith on demand in reference to this guarantee on first request from Beneficiary pay any amount not exceeding the mentioned guarantee amount of principal or interest due by the Principal Debtor, including default interest from the date such amount was due, together with all reasonable charges and expenses incurred by Beneficiary in connection with enforcement of Beneficiary rights towards the Principal Debtor.

The demand for payment shall be sent by Beneficiary to us in written by email and the original by ordinary mail as registered letter stating the amount due for payment under this guarantee to the Beneficiary bank (SWEDBANK) to be credited account No.EE282200221024551314 (SWIFT HABAEE2X). Beneficiary shall be entitled to make partial and multiple demands under this guarantee.

This guarantee is a continuing guarantee and shall remain in full force and effect from the date of its issue hereof for so long as any amount is owed by the Principal Debtor to Beneficiary, however in any case no longer than until the guarantee is terminated as specified herein below, regardless of the form in which such amount may be evidenced from time to time. The guarantee shall be in force for its full amount, only reduced by the aggregate of any payments made by us pursuant to the demands made by Beneficiary.

This guarantee is additional to and not in substitution for other guarantees or collateral provided as security for the correct fulfilment of all payment obligations incurred by the Principal Debtor toward Beneficiary.

This guarantee is valid and irrevocable until [**further notice or insert the date**], but may be terminated by the undersigned with three (3) months prior written notice. Such notice is to be sent by registered mail to Beneficiary. In such case this guarantee shall nevertheless remain valid for an amount equivalent to the payment obligations incurred by the Principal Debtor towards Beneficiary prior to the termination date of the guarantee and until such payment obligations have been settled in full, but never in excess of the maximum amount of the guarantee as defined herein and in any case no longer than (3) three months after the termination date of the guarantee.

This guarantee shall be governed by and construed in accordance with Republic of Estonia law. Estonia Harju County Court shall be the proper legal venue for any disputes arising form or in connection with this guarantee.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place/Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorised Signature(s))