Convenience Translation! Not legally binding!

Annex 1: Wording of the Guarantee

(See Clause. 9.6 and 11.5 of the present General Conditions of Contract)

To
Erdölbevorratungsverband
Körperschaft des öffentlichen Rechts
Jungfernstieg 38
20354 Hamburg

Guarantee Number: […]

Our client, the company […]

has informed us that it has a business relationship with the Erdölbevorratungsverband (**EBV**) and regularly purchases or will purchase as well as exchanges and will exchange mineral oil from /with the EBV. In order to secure our client's entire existing, future and conditional contractual obligations from all sales transactions and exchange transactions of the EBV with our client, our client has agreed to provide to the EBV a **simple guarantee**.

In consideration of the aforesaid, we, the [Guarantor], hereby irrevocably undertake to pay to you, upon your written request, any amount up to the maximum amount of

EUR […]

(in words: […] Euros)

provided that you set forth *(darlegen)* at the same time that

a) the above-mentioned client has not or not fully met his due (including those which become due prematurely) payment obligations and/or delivery obligations vis-à-vis the EBV; or
b) the above-mentioned client does not accept the contractually agreed mineral oil despite delivery; or
c) the above-mentioned client has not met his obligation to adjust the guarantee to the current security amount or to extend the guarantee within one banking day, despite the EBV's respective request; or
d) the above-mentioned client has, despite the EBV's request, not met his obligation to provide another security when we ourselves have become insufficiently creditworthy (classification drops below "low default risk"), when we have lost our authorization by the competent supervisory authorities and/or our authorization to do business (including the acceptance of guarantees) in the Federal Republic of Germany or if you requested another security and there are specific facts which justify the assumption that our economic situation has deteriorated since the credit rating was issued to such an extent that a rating agency (External Credit Assessment Institution, ECAI)

would no longer confirm that we are sufficiently creditworthy (classification “low default risk“ or a better classification) in a current credit assessment; or

e) insolvency proceedings or a comparable statutory proceeding have been opened over the assets of the above-mentioned client or the opening of such proceedings has been applied for or such an application was rejected due to lack of assets to cover the costs of such proceedings,

and in which amount you therefore claim payment under this guarantee.

We are only entitled to raise objections or defences which arise directly from the guarantee agreement as well as the objection of the unlawful exercise of rights.

Our obligation under this guarantee shall expire at the latest on […] – even if this guarantee is not returned to us – unless we have received your claim for payment complying with the above conditions before this date. In order to meet the deadline, the receipt of your written request by us shall be relevant. Moreover, the obligation from this guarantee shall expire as soon as you have discharged us from our obligations in writing or returned this guarantee – also via third parties – for the purpose of discharging us from the guarantee obligation.

You are obliged to return this guarantee to us once it has become invalid or has expired.

This guarantee is governed by German law. The place of jurisdiction shall be Hamburg.

____________, ____________   ____________________

Signature of the Guarantor