PARENT COMPANY GUARANTEE

We, <…parent…> (the “Guarantor”), hereby declare to irrevocably and unconditionally guarantee the payment of all sums which <…Grid User…> (the “Obligor”), may now or hereafter owe to FLUXYS BELGIUM SA, a company incorporated in and under the laws of Belgium, having its registered office at Avenue des Arts 31, 1040 Brussels, Belgium, registered at the Register for Legal Entities (RPR/RPM) under number 0402.954.628 (the “Beneficiary”) on account of Obligor’s obligations under the ‘Standard Transmission Agreement’ (the “STA”) dated <…date…>, and to the extent the Obligor fails to pay any amount due under such obligations, including the principal amount plus the interest, fees, costs and incidental charges (such sums hereinafter collectively referred to as the “Obligations”).

The Guarantor shall pay these sums upon first written demand and expressly waives its right to request the Beneficiary to first seek payment from the Obligor. The Guarantor expressly waives its right towards the Beneficiary to share its liability with any other guarantor.

The Beneficiary and the Obligor may modify, amend, novate and supplement the STA, and the Beneficiary may delay or extend the date on which any payment must be made pursuant to the STA or delay or extend the date on which any act must be performed by the Obligor thereunder, all without notice to or further assent by the Guarantor, who shall remain bound by this Guarantee, notwithstanding any such act by the Beneficiary.

The Guarantor agrees that any acceleration of the Obligations will be binding against it and will lead to its immediate liability under this Guarantee.

The Guarantor agrees that this Guarantee shall not be affected in any way by any merger of the Beneficiary with any other entity or by any merger of the Obligor with any other entity.

The Guarantor is granted for a maximum lump-sum amount of EUR <…amount…> (amount). This sum includes the principal amount plus the interest, fees, costs and incidental charges relative to the guaranteed operations.

This guarantee expires :

* when the Guarantor receives a written confirmation from or in the name of the Beneficiary certifying that this guarantee is no longer needed, or
* when the Guarantor has paid the full amount of this guarantee to the Beneficiary, or
* when the Guarantor has received this original guarantee, or
* when <…date…> (the “Expiry Date”) has been passed, even when this original guarantee has not been returned to the undersigned.

For the avoidance of doubt, if the Obligor does not provide a replacement guarantee by the Expiry Date, the Beneficiary may draw the full amount of the guarantee.

Any communication, demand of payment and notice to be given hereunder will be duly given when delivered in writing to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below:

If to the Guarantor, at:

<Adress>

If to the Beneficiary, at:

FLUXYS BELGIUM SA

31 Avenue des Arts

B-1040 Brussels

Belgium

Attention: <contact persons mentioned in the contact details sheet as provided for in attachment G of the Access Code for Transmission>

or such other address as the Guarantor or the Beneficiary shall from time to time specify. Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to the Beneficiary under this Guarantee and therefore payment shall be effected promptly forthwith to the bank account the Beneficiary will indicate. Each partial payment made by the Guarantor under this guarantee will automatically reduce the amount of the guarantee with a similar amount.

This guarantee is governed by Belgian law and the courts of Belgium shall have exclusive jurisdiction in this respect.

Signed in <…Place…> on <…Date…>,