

STATEMENT OF SUBMISSION TO DEBT ENFORCEMENT TO THE APPLICATION FOR A BANK GUARANTEE /STAND-BY LETTER OF CREDIT/ IRREVOCABLE DOCUMENTARY LETTER OF CREDIT

Appendix to the Application for a bank guarantee /stand-by letter of credit dated

Appendix to the Application for an irrevocable documentary letter of credit dated

1. In connection with the filing by me/us, at Bank Handlowy w Warszawie S.A. with its registered office in Warsaw (the "Bank"), of the Application for a bank guarantee/stand-by letter of credit/ Application for an irrevocable documentary letter of credit (the "Application") in the amount of for the benefit of (the "Beneficiary"), I/we undertake, while taking due account of the provisions of item 2 below, to deliver to the Bank [prior to the granting by the Bank of a guarantee/opening by the Bank of a standby letter of credit/ opening by the Bank of a documentary letter of credit] *or* [by] *or* [to deliver to the Bank on the demand of the Bank, not later than within ... Business/calendar days of the delivery of that demand] the statement of submission to debt enforcement in the form of a notarized deed as per Article 777.1.5 of the Code of Civil Procedure act of 17 November 1964 ("CCP") whereby I/we submit myself/ourselves to debt enforcement as regards the payment to the Bank of the amounts due arising under the contract of commissioning concerning the granting by the Bank of a guarantee/opening by the Bank of a standby letter of credit/opening by the Bank of a documentary letter of credit to be concluded between the Applicant and the Bank as a result of the granting by the Bank of a guarantee/opening by the Bank of a standby letter of credit/opening by the Bank of a documentary letter of credit together with the Request for extension of the Repayment of the Amount Paid by the Bank to the Beneficiary under a Documentary Letter of Credit (the "Repayment Extension Request") if the Repayment Extension Request is submitted or will be submitted by me/us at the Bank together with the Rules and Regulations for the Issuance Bank Guarantees and Letters of Credit (the "Rules and Regulations") which, consistently with the Application, constitutes an integral part of the agreement or another document, including the framework agreement superseding the Rules and Regulations referred to in the Application, i.e. specifically the return to the Bank of the amounts disbursed to the Beneficiary or for the benefit of the Beneficiary on account of the bank guarantee/ standby letter of credit /documentary letter of credit or payment of the interest, penalty interest, fees and commissions defined in the Table of Bank Fees and Commissions, in force at the Bank on the day of the granting of the bank guarantee/ stand-by letter of credit / documentary letter of credit or agreed separately with the Bank and payment of any other amounts arising from the Commissioning, as subsequently amended, or the Repayment Extension Request or the Rules and Regulations or another document, including the framework agreement superseding the Rules and Regulations referred to in the Application (the "Bank's Receivables"), up to the amount of (in words:) (*120 % of the amount of the guarantee/stand-by letter of credit/ irrevocable documentary letter of credit*), and the Bank may submit an application for appending of a writ of execution to that deed [by(*expire date of bank guarantee / standby letter of credit + 180 days; date of payment of documentary letter of credit + 180 days ; or 210 days after expire date of documentary letter of credit payable at sight*)] *or* [within the time limit designated by the Bank in the demand to submit the declaration of surrender to debt enforcement in the form of a notarised deed pursuant to Article 777 of the Code of Civil Procedure] with the reservation that, during that period, the Bank may file such application on multiple occasions.

The event conditioning the discharge of the above duty shall be my/our failure to settle any of the Bank's Receivables in spite of the lapse of the term(s) of payment specified consistently with the Application, as subsequently amended, including in the Repayment Extension Request or in the

Rules and Regulations or in another document, including the framework agreement superseding the Rules and Regulations referred to in the Application.

The parties jointly agree that the following shall constitute a sufficient proof of occurrence of the event referred to above:

- a) the Bank's written declaration with a notarized signature confirming that the Bank's Receivables whose settlement will be sought by the Bank once the notarized deed has been appended the writ of execution, have become due and payable and have not been settled by me/us in the amount specified in the declaration and by their maturity dates in spite of the call for payment having been served on me/us, consistently with the Rules and Regulations or with another document, including the framework agreement superseding the Rules and Regulations referred to in the Application, and the lapse of the time limit set for settlement of the Bank's Receivables; or
 - b) an official document within the meaning of the Postal Law act, i.e. proof of posting of a registered parcel, as per of Article 3 Section 23 of the Postal Law act, to the address designated in the Application or shown at the posting date in the register of entrepreneurs or another applicable register given the legal form of the business activity conducted by me/us and comprising the call for payment of any of the Bank's Receivables in the amounts and by the dates specified in such call.
2. The wording of the statement of submission to debt enforcement in the form of a notarized deed as per Article 777.1.5 of the Code of Civil Procedure needs to be approved by the Bank each time.
 3. I/we undertake to incur the costs in connection with the filing of the statement of submission to debt enforcement in the form of a notarized deed as per Article 777.1.5 of the Code of Civil Procedure.

Applicant:

Place and date

Stamp, name and surname of authorized person, signature(s)
Signature(s) of authorized representatives - as per the National Court Register,
unless a separate Power of Attorney has been provided