

[User's Group Company headed notepaper]

Annex 7B2: PS User's Group Guarantee form

Whereas

- a) the Company..... with registered office in..... Tax reg. no. VAT no. is an Affiliate, as defined in the Regasification Code, of the Company (USER) with registered office in Tax reg. no..... VAT no.....
- b) the Company(USER)..... with registered office in Tax reg. no. VAT no. on has been allocated or is interested to take part in the liquefied natural gas regasification capacity allocation processes at the "FSRU Toscana" regasification Terminal by executing the relevant regasification capacity agreement(s) with the Company OLT Offshore LNG Toscana S.p.A having registered office in Milan, via Passione 8, VAT no.07197231009 (**OLT**), and accepting the terms envisaged by the Regasification Code of the Terminal itself;
- c) OLT assigned, or it may assigned following the allocation of regasification capacity as per letter b), the Peak Shaving Service to a third party selected following the tender process and the Delivery Slot(s) referred to in the previous point is/are envisaged subsequent to the Unloading required for the Peak Shaving Service and before the conclusion of the Peak Shaving Service (March 31st 2019);
- d) in order to be able to participate in the regasification capacity allocation processes and to guarantee the actual discharge of the LNG cargo related to the allocated regasification capacity, the Company..... (USER)....., is required to provide a bank guarantee payable on first demand to be issued in its favour for an amount sufficient to ensure that the risks associated with OLT's obligations under Clause 3.1.4 of the Regasification Code are covered from the date of discharge of the LNG cargo destined to the allocated regasification capacity and for the entire duration of the Peak Shaving Service;
- e) the Company declares that it has the credit rating envisaged by Clause 3.1.1.2 b) and/or 3.1.2.1 b) of the Regasification Code.

Now, therefore

- 1) The Company with head office in and with address for service for the purposes of this document in, irrevocably agrees to pay OLT within seven (7) business days, on written demand and without any requirement of proof or justification, setting aside any exceptions, and without any requirement of prior notice, formal notice, warning or request to the Company (USER)....., any such sums as OLT may request for the reason indicated above up to the amount of Euro (Euro...../.....).
- 2) The guarantee may also be enforced several times, until the maximum amount envisaged by the previous point has been exhausted.
- 3)(GUARANTOR)..... declares that the provisions contained in articles 1955 and 1957 Italian Civil Code do not apply to this guarantee and that, in any case, it waives its right to enforce them.
- 4) This guarantee secures the fulfilment of the delivery obligations of the quantities of LNG related to the allocated regasification capacity, or related to the capacity that may be allocated, which the Company (USER)..... will be subject under the Agreement entered into with OLT and under the Regasification Code and, therefore, it will expire after the complete delivery of the LNG quantities ad the "FSRU Toscana" Terminal, or in case the company(USER)..... communicated the cancellation of the discharged before the anticipation of the redelivery operations related to the LNG stored in the Terminal and functional to the Peak Shaving Service.

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- 5) Any disputes regarding the interpretation, validity, effectiveness and enforcement of this guarantee shall be referred exclusively to the Court of Milan.

Date and place

STAMP AND SIGNATURE

Pursuant to article 1341 Italian Civil Code the following points are specifically approved: 1) payment on demand and waiver of exceptions, 2) enforcement procedure, 3) waiver of right to enforce the provisions of articles. 1955 and 1957 Italian Civil Code, 4) validity of the guarantee, 5) Jurisdiction.

Date and place

STAMP AND SIGNATURE