

*[Applicant's Affiliate's headed notepaper*

## **Annex 7A2: Applicant's Affiliate Guarantee form**

### **Whereas**

- a) the Company .....(GUARANTOR)..... with registered office in.....  
Tax reg. no. .... VAT No. .... is an Affiliate, as defined in  
the Regasification Code, of the Company .....(APPLICANT)... with registered office in  
..... Tax reg. no..... VAT no.....;
- b) the Company .....(APPLICANT)..... is interested in taking part in the liquified 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) in order to be able to participate in the regasification capacity allocation processes, the Company  
.....(APPLICANT)..... is required to provide a guarantee to secure the commitments  
that will be made by the Company .....(APPLICANT)..... in the event that, following the  
regasification capacity allocation process, it is awarded regasification capacity thereby becoming a  
User of the "FSRU Toscana" terminal;

### **Now, therefore,**

1. ....(GUARANTOR)..... 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 ..... (APPLICANT)....., 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 it has an unsecured long-term debt rating equal to or  
higher than at least one of the following ratings indicated by the following credit rating agencies: (a)  
BBB- if indicated by Standard & Poor's Rating Service; (b) Baa3 if indicated by Moody's Investor  
Service Inc.; or (c) BBB if indicated by Fitch Ratings Ltd and it agrees to immediately report if such  
rating falls below such levels.
4. ....(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.
5. This guarantee secures the fulfilment of all the obligations to which the Company .....  
(USER)..... will be subject under the regasification capacity Agreement(s) entered into with OLT  
and under the Regasification Code (and as a result of the allocation of regasification capacity), both  
in terms of charges and in terms of compensation or indemnification.
6. The effectiveness of this guarantee is subject to the allocation of regasification capacity at the  
"FSRU Toscana" regasification Terminal according to the provisions of the Regasification Code, or

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to the completion of the transfer of regasification capacity pursuant to Clause 3.2.2. of the Regasification Code.

7. This guarantee will remain in force until it is withdrawn by .....(GUARANTOR).... which shall give OLT written notice thereof (by registered mail with proof of receipt or certified email) at least one hundred twenty (120) days before the date on which this guarantee will cease to have effect, subject to the fact that if a withdrawal notice indicates a period of less than one hundred twenty (120) days, the effectiveness of the withdrawal shall be deemed, in any case and automatically, to be extended until the one hundred twentieth (120<sup>th</sup>) day subsequent to the date on which OLT received the withdrawal notice.
8. 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