

Annex 7A2P: Applicant's Affiliate Guarantee form – Multiannual allocations option

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 or the
liquefied natural gas loading service provided by the "FSRU Toscana" regasification terminal by
executing the relevant regasification capacity agreement(s) or the relevant loading service
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 allocation processes for regasification capacity or the loading
service, 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 allocation process for regasification capacity or the loading service, it is awarded
regasification capacity thereby becoming a User of the "FSRU Toscana" terminal or it is awarded
the right to use the loading service thereby becoming a Small Scale User of the "FSRU Toscana"
regasification 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) and the loading service agreement(s) entered into with OLT and under the Regasification Code (and as a result of the allocation of regasification capacity or loading services), 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 or loading services at the "FSRU Toscana" regasification terminal according to the provisions of the Regasification Code, or to the completion of the transfer of regasification capacity pursuant to Clause 3.2.2. of the Regasification Code or to the completion of the transfer of small scale slots pursuant to Clause 3.2.5.
7. In relation to the obligations to which (USER)..... is subject following the allocation of multiannual capacity or loading services for periods in excess of one Gas Year, this guarantee will remain in force until 31 January [•], or the 31 January subsequent to the last Gas Year for which (USER)..... is awarded regasification capacity or loading services.
This guarantee will be automatically renewed from year to year resulting in the corresponding postponement of the expiry date to 31 January, subject to the right of cancellation of(GUARANTOR)..... to be notified in writing (by registered mail with proof of receipt or certified email) to OLT at least one hundred and twenty (120) days before the end of the Gas Year Year to which this guarantee refers, or of each subsequent Gas year for which the guarantee has been renewed. In the case of cancellation, this guarantee may be enforced – pursuant to the Regasification Code - if (USER)..... fails to replace it with a new guarantee within the time limits established by the Regasification Code.
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