

English translation for information.

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Sample
AUTONOMOUS FIRST DEMAND GUARANTEE

We the undersigned, **[insert company name]**, form **[insert company form]** with capital of **[insert amount]**, headquartered at **[insert address]**, registered with the **[insert town/city]** Registry of Trade and Companies under number **[insert]**, represented by Surname – First name **[insert]**, acting in his/her capacity as **[insert title]**, duly empowered for the purposes of this contract,

Having a long term credit rating equal or above A for Standard & Poor's and A2 for Moody's,

hereafter "the Guarantor"

hereby confirm that we give an irrevocable and unconditional guarantee, on order and on account of **[to be completed with the Client's legal notices]**, hereinafter "the Contractor"

to pay upon first demand, according to the procedures laid out below, to Fosmax LNG, a simplified joint-stock company with capital of **[to be completed]** headquartered at 11 avenue Michel Ricard, 92270 Bois-Colombes, registered with the Nanterre Registry of Trade and Companies under number 440 117 653, (hereafter "the Beneficiary")

irrespective of the validity and the legal effect of the Contract for Access to the Fos Cavou LNG Terminal agreed between the Contractor and the Beneficiary on **[insert date]** (hereafter "the Contract"), and without asserting any exception or objection, any amount up to a maximum of **[insert in words and figures] euros**.

The demand for payment must be made to us by registered letter with acknowledgement of receipt, with no further procedures or justification required. The letter shall stipulate the amount requested under the guarantee.

We undertake to pay the amount within a strict time limit of ten (10) calendar days after receipt of the request.

Any demand made under this guarantee will be deducted from our commitment.

All the costs arising from this guarantee and related costs shall be borne by the Contractor.

This guarantee is autonomous, such that any modification or removal of factual or legal ties that may now exist between ourselves and the Contractor may not affect its scope or application.

All the provisions of the present guarantee will retain their full effect, irrespective of any change in the financial or legal status of the Contractor.

In no circumstances shall the Beneficiary have the right to assign to any natural or legal person any or part of the Beneficiary's rights and duties under the present guarantee.

FOSMAX LNG DOES NOT ACCEPT LIABILITY FOR THIS DOCUMENT

For the interpretation and execution of the present guarantee, shall be submitted to the Paris Commercial Court and French law shall be applied.

This guarantee will come in to force on **[insert date]** and will expire on **[insert date]** at midnight, after which date any demand will be inadmissible.

[insert place], [insert date]

Guarantor's Signature

Appendix:

- *(if applicable)* certified copy of the power of attorney given to the natural person signing the contract for the guarantee.