

English translation for information.

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**Sample
Contract of Guarantee**

From:

Company **[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]**, *[if guarantor is a French banking establishment or a company other than an limited company: duly empowered for the purposes of this contract] / [if limited company other than a banking establishment: empowered by a decision of the management board / of the supervisory board of **[insert date]** a certified copy of which is attached to this contract,*

hereafter “the **Guarantor**”

To the benefit of:

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, represented by Mr Martin Jahan de L’Estang, duly empowered for the purposes of this contract,

hereafter “the **Beneficiary**”

The debtor of the principal obligation being:

Company **[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] /

hereafter “**Guarantee Holder**” or “[**insert title**]”

I – Commitment to joint and several guarantee

The Guarantor acknowledges having perfect knowledge of the clauses and conditions of the Contract for Access to the Fos Cavaou LNG Terminal agreed on **[insert date]** between the Guarantee Holder and the Beneficiary (**hereafter the Contract**).

[If there is a Payment Guarantee

The Guarantor undertakes to provide a joint and several guarantee for the Guarantee Holder to the benefit of the Beneficiary, under the terms and conditions laid out below, and shall guarantee the payment of all sums due from the Guarantee Holder to the Beneficiary in principal, interests, charges and accessories under the minimum payment obligations set out in Article 10.2 of Appendix 2 (General Conditions) of the Contract, up to a maximum amount calculated according to the method set out in Article 11.1.1 of Appendix 2 (General Conditions) to the Contract. This amount shall in no circumstances exceed the sum of **[insert in letters]** (**[insert in figures]** euros) in total for the period beginning on the Start Date for the Service (as defined in the Contract) up to and including **[insert date]**.

[If there is a Negative Stock and Offsetting Guarantee:

The Guarantor undertakes to provide a joint and several guarantee for the Guarantee Holder to the benefit of the Beneficiary, under the terms and conditions laid out below, and shall guarantee the payment of all sums due from the Guarantee Holder to the Beneficiary in principal, interests, charges and accessories under the obligations relating to negative Stock Account and in the absence of offsetting as laid out in Articles 3.3 and 4.4 of Appendix 9 (Negative Stock Account and Offsetting Terms and Conditions) to the Contract. This amount shall in no circumstances exceed the sum of **[insert in letters]** (**[insert in figures]** euros) in total for the period beginning on the Start Date for the Service (as defined in the Contract) up to and including **[insert date]**.

Should the Guarantee Holder fail to comply with the obligations set out above, the Guarantor shall pay to the Beneficiary all sums that have become due, including by advance payment.

The guarantee call shall be made by sending a letter of formal notice to the Guarantor establishing the Guarantee Holder's default. Payment of the requested amount must take place within a strict limit of 10 calendar days after receipt of the letter.

The Beneficiary may send several requests to the Guarantor as long as the total amount paid to the Beneficiary by the Guarantor does not exceed the amount indicated above.

The Guarantor shall not invoke any payment terms or grace periods accorded to the Guarantee Holder. The Guarantor expressly acknowledges that the Guarantee Holder's default is legally enforceable against the Guarantor.

The Guarantor expressly waives all benefits of discussion and division in regard to the Beneficiary, and undertakes to make payment up to the limit of the commitment, without any need for the Beneficiary to:

- take legal proceedings against the Guarantee Holder

- take legal proceedings against other persons who have provided a guarantee to the Guarantee Holder. The Beneficiary may ask the Guarantor to pay all that is owed to him by the Guarantee Holder.

To obtain payment, the Beneficiary may engage legal proceedings for all of the moveable and immoveable property, present and future, of the Guarantor.

Modification or removal of factual or legal ties that may now exist between the Guarantor and the Guarantee Holder shall not lead to release from the Guarantee

II – Guarantor’s knowledge of the Guarantee Holder’s situation

The Guarantor shall not make the Guarantee Holder’s situation, or the existence or holding of other guarantees, a pre-condition of the guarantee.

For as long as the Guarantor is bound by this commitment the Guarantor is responsible for monitoring the Guarantee Holder’s situation, the Beneficiary having no duty of information to the Guarantor in this respect.

The Guarantor acknowledges having sufficient information to hand in order to assess the Guarantee Holder’s situation prior to undertaking this commitment.

III – Consequences of changes affecting the parties

In the case of a merger, takeover, division or partial transfer of assets affecting the Beneficiary, the Guarantor already accepts to maintain irrevocably this commitment, including for all debts arising after the operations described in the Contract and its subsequent amendments, such that the successors to the rights of the Beneficiary shall continue to benefit from this guarantee under the same terms, to cover guaranteed operations resulting from the continuation of relations with the Guarantee Holder.

All persons succeeding to the rights of the Guarantor for any reason or claim (such as in the case of a merger or division etc.) shall be bound jointly and severally to the Beneficiary to fulfil the guarantee under the same conditions as the Guarantor. The Beneficiary shall be able to demand payment from any of these persons of all amounts that the Beneficiary would have been entitled to demand of the Guarantor, without any division of recourse among these persons being imposed on the Beneficiary.

IV – Multiple guarantees

This guarantee is in addition to all guarantees, real or personal, which have been or may be provided to the Beneficiary by the Guarantor, by the Guarantee Holder or by any third party.

V – Duration of the guarantee

This contract of guarantee shall enter into force on the date of signature.

The Guarantor’s coverage obligations under this contract shall expire after a period of **[insert number]** years from the Start Date for the Service, and in any case on **[insert date]** at the latest.

VI – Taxes – Costs

Any duties, taxes, penalties and costs arising from this contract or its execution shall be borne jointly and severally by the Guarantee Holder and the Guarantor, including registration fees in the case of registration.

VII – Procedures

All appeals, demands and requests for service shall be made to the Guarantor and to the Beneficiary at their chosen address listed at the start of this contract.

VIII – Applicable Law – Dispute

This contract is governed by French law. Any disagreement or dispute regarding its interpretation or execution shall be submitted to the Paris Commercial Court.

[In the case of a Parent Company Guarantee and Payment Guarantee

IX – Substitution of guarantee

If the Guarantee Holder is able to provide the Beneficiary with a guarantee that satisfies the obligations under Article 11.1.1 of Appendix 2 (General Conditions) to the Contract, the Guarantor's obligations shall expire without any further procedure on the date that the substitute guarantee comes into effect. The Beneficiary shall then undertake to confirm release from this guarantee to the Guarantor within a period of thirty days following the date that the substitute guarantee enters into force.]

[In the case of a Parent Company Guarantee and Negative Stock and Offsetting Guarantee

IX – Substitution of guarantee

If the Guarantee Holder is able to provide the Beneficiary with a guarantee that satisfies the obligations under Article 3.2.1 of Appendix 9 (Negative Stock Account and Offsetting Terms and Conditions) to the Contract, the Guarantor's obligations shall expire without any further procedure on the date that the substitute guarantee comes into effect. The Beneficiary shall then undertake to confirm release from this guarantee to the Guarantor within a period of thirty days following the date that the substitute guarantee enters into force.]

This contract has been drawn up in two originals. The parties agree to provide one copy to the Guarantee Holder.

[Insert place],

[Insert date]

In two (2) originals.

For the Guarantor

[If the guarantor is a limited company and is not a bank)

The undersigned certifies that this guarantee commitment is not intended to bring the combined total of securities, guarantees and sureties for the year **[insert year]** over the limit set out in the minutes of the management board / supervisory board meeting of **[insert date]** which is in appendix to this contract.]

Signature preceded by the following words in the signatory's handwriting: *Read and approved. Approved for joint and several guarantee, waiving all benefits of discussion and division, for up to [insert number in words] ([insert number in figures] euros) in total for the period beginning on the Start Date for Service up to and including [insert date].*

For the Beneficiary

Appendices:

- *(if applicable)* certified copy of the powers of the natural person signing the contract for the Guarantor.
- *(if applicable)* certified copy of the minutes of the management board / supervisory board meeting of **[insert date]**.