

## Annex 5

### Form of Bank Guarantee (financial requirements)

**The beneficiary (the “Beneficiary”):**

Floating LNG Terminal Finland Oy

Business ID 3285669-8

Keilaranta 19, 02150 Espoo, Finland

**The applicant (the “Applicant”):**

Legal entity	<i>[Company name and legal form]</i>
Business ID	<i>[Company Business ID]</i>
Jurisdiction of incorporation	<i>[Company jurisdiction of incorporation]</i>
Registered address	<i>[Company address]</i>
Representant	<i>[Name, surname, job title and legal ground for representation of the Company requiring Terminal Services]</i>
Contacts	<i>[E-mail address and telephone number of the Representant]</i>

**The guarantor (the “Guarantor”):**

Legal entity providing the Bank Guarantee	<i>[Company name and legal form]</i>
Business ID	<i>[Company Business ID]</i>
Jurisdiction of incorporation	<i>[Company jurisdiction of incorporation]</i>
Registered address	<i>[Company address]</i>
Representant	<i>[Name, surname, job title and legal ground for representation of the Company providing the Bank Guarantee]</i>
Contacts	<i>[E-mail address and telephone number of the Representant]</i>

**The Bank Guarantee:**

Bank Guarantee No.	<i>[Identification number of the Bank Guarantee]</i>
Bank Guarantee Type	Irrevocable first demand unconditioned guarantee securing the guaranteed obligations set out below
Guaranteed obligations	Due and proper performance of all obligations of the Terminal User under or arising out of or relating to the Contract Package
Guarantee amount and currency	<i>[Amount in Euros, calculated according to provisions of the Contract Package]</i> EUR
Date of entry into force of the Bank Guarantee (the "Start Date")	<i>[dd/mm/yyyy, determined in compliance with provisions of the Contract Package]</i>
Date of expiry of the Bank Guarantee (the "End Date")	<i>[dd/mm/yyyy, determined in compliance with provisions of the Contract Package]</i>

1. The Guarantor confirms that it has a credit rating referring to long-term unsecured debt equal to or exceeding:
  - Baa3 if provided by Moods's;
  - BBB- if provided by Fitch;
  - BBB- if provided by Standard&Poor's.
2. The Guarantor agrees to report to the Beneficiary any adverse changes in the credit rating, without undue delay.
3. The Guarantor irrevocably undertakes to pay to the Beneficiary an amount not exceeding the amount of the Bank Guarantee within five (5) Business Days from the Beneficiary submitting a written payment request to the Guarantor, such request including reasonable details of the breach of the Contract Package by the Applicant. The Guarantor acknowledges that it shall not be entitled to require any evidence, justification, prior notice or warning as a condition for making a payment under this Bank Guarantee.
4. The Bank Guarantee can be enforced multiple times, as long as the payments made to the Beneficiary under this Bank Guarantee do not cumulatively exceed the amount of the Bank Guarantee, between the Start Date and the End Date.
5. The Beneficiary shall submit any written request for payment signed by its authorized representatives, setting out the exact amount to be paid and the Beneficiary's bank account details, to the Guarantor to the address *[Guarantor's address]* by registered post or courier.
6. The Guarantor shall not be allowed to transfer or assign its rights and obligations under this Bank Guarantee without written agreement with the Beneficiary.
7. The Applicant shall be responsible for paying all applicable taxes related to the Bank Guarantee in accordance with all applicable laws and regulations.
8. The Applicant shall be responsible for asking the Guarantor to update the Bank Guarantee every time the amount of the Bank Guarantee is required to be amended pursuant to the Contract Package.

9. All documents and notices related to this Bank Guarantee shall be provided in English.
10. This Bank Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Finland, excluding the application of its conflict of law rules and principles which would require the application of the laws of any other jurisdiction. However, the Finnish Act on Guarantees and Third Party Pledges (361/1999, as amended, in Finnish: Laki takauksesta ja vierasvelkapanttauksesta) shall not apply to this Bank Guarantee. The District Court of Helsinki, in the first instance, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Bank Guarantee (including a dispute regarding the existence, validity or termination of this Bank Guarantee or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Bank Guarantee. The Guarantor agrees that the District Court of Helsinki is the most appropriate and convenient court to settle such disputes between the Beneficiary and the Guarantor and, accordingly, that it will not argue to the contrary.
11. Any amendments to this Bank Guarantee shall be made in writing and be duly signed by the Guarantor and the Beneficiary.
12. Except as otherwise expressly provided herein, the capitalized terms used in this Bank Guarantee shall have the respective meanings set out for them in the Terminal Rules published on the Terminal Operator's website.

In [place], on [day] [month] [year]

**[NAME OF THE GUARANTOR]**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title: