**AGREEMENT ON TRANSFER OF RIGHT TO USE THE LNG REGASIFICATION CAPACITY**

**LNG Hrvatska d.o.o.**, a limited liability company, incorporated and operating based on the laws of the Republic of Croatia, with registered seat at Slavonska avenija 1B, Zagreb, Croatia, (hereinafter: the **Operato**r), represented by Director, Ivan Fugaš and

[**company name**], [legal form], incorporated and operating based on the laws of [competent laws], with registered seat at [address] (hereinafter: **Transferor**), represented by [function] [full name], and

[**company name**], [legal form], incorporated and operating based on the laws of [competent laws], with registered seat at [address] (hereinafter: **Acquirer**), represented by [function] [full name], and

Whereas:

* The Transferor and the Operator have concluded the Terminal Use Agreement no. [•] as of [•] (hereinafter: **TUA**), by which the Transferor contracted LNG regasification capacity which he intends not to use, and wishes to transfer the right to use such LNG regasification capacity to the Acquirer.
* The Acquirer is the holder of the license for [gas supply or gas trade], issued by the Croatian Energy Regulatory Agency, number: [•] dated [•],and by signing this Transfer Agreement guarantees that it meets all conditions for the user of LNG terminal and joint terminal user, envisaged in the Rules of Liquified Natural Gas Terminal Use (Official Gazette No. [87/21](https://narodne-novine.nn.hr/clanci/sluzbeni/2021_08_87_1620.html), [72/22](https://narodne-novine.nn.hr/clanci/sluzbeni/2022_06_72_1069.html), and subsequent amendments, hereinafter: **Rules of Operation of Liquified Natural Gas Terminal**)..
* By signing this Transfer Agreement, the Operator grants its consent to conclusion of this Transfer Agreement pursuant to Article 23 of the Rules of Operation of Liquified Natural Gas Terminal, under the terms and conditions defined hereof.
* Unless expressly stated otherwise in this Transfer Agreement, capitalized terms will have the meaning assigned to them in the Rules of Operation of Liquified Natural Gas Terminal, General Terms and Conditions of Liquified Natural Gas Terminal Use and TUA.

The Parties concluded the following Agreement of transfer of right to use the LNG regasification capacity (hereinafter referred to as the **Transfer Agreement**).

1. **Subject-matter of the Transfer Agreement**

By concluding this Transfer Agreement, the Transferor transfers, and the Acquirer acquires, the right to use the following LNG regasification capacity (hereinafter: **LNG Regasification Capacity**):

|  |
| --- |
| LNG Regasification Capacity |
| LNG Regasification Capacity | kWh total |  |
| kWh/d if flat rate |  |
| Contracted period of use of the LNG Regasification Capacity based on TUA | From |  |
| Until |  |
| Period in which the right to use LNG Regasification Capacity is transferred based on the Transfer Agreement | From |  |
| Until |  |

By concluding this Transfer Agreement, the Transferor also transfers to the Acquirer the right to use the TMS for the purpose of nominating the use of the LNG Regasification Capacity listed in the table above.

1. **Rights and obligations towards the Operator**
	1. Entering into this Transfer Agreement does not affect the contractual relations between the Transferor and Operator based on TUA. The Transferor remains a party and the holder of all the rights (other than the right to use the LNG Regasification Capacity and right to use TMS referred to in point 1 of this Transfer Agreement), as well as all the obligations arising from the concluded TUA.
	2. In the event of termination or expiry of TUA, this Transfer Agreement shall be terminated automatically, by operation of the law, without the need to give any statements or notifications, and the Acquirer shall immediately lose the right to use the LNG Regasification Capacity and the right to use TMS referred to in point 1 of this Transfer Agreement, by operation of law.
2. **Final provisions**

3.1. The law of the Republic of Croatia is governing for this Transfer Agreement and rights and obligations arising from it.

* 1. Any disputes arising out of or in connection with this Transfer Agreement, its violation, termination or validity, shall be finally settled by arbitration, as follows:

- if all parties to the dispute are established under the laws of the Republic of Croatia, the seat of arbitration shall be in the Republic of Croatia, Zagreb. The language of arbitration shall be Croatian;

- if at least one party to the dispute is established under a foreign law, the seat of arbitration shall be in the Republic of Austria, Vienna. Language of arbitration shall be English;

while Article 49 of the General Terms and Conditions of Liquified Natural Gas Terminal Use shall be applicable to other issues related to arbitration not regulated in this Transfer Agreement.

* 1. The Parties hereby declare that they have carefully read the Transfer Agreement and understood its content and effects.
	2. This Transfer Agreement was drafted in three identical counterparts - one for the Operator, Transferor and Acquirer.
	3. This Transfer Agreement enters into force on the date when it is signed by the Operator.
	4. The Parties agree that all matters which are not regulated by this Agreement shall be regulated by the Rules of Operation of Liquified Natural Gas Terminal, General Terms and Conditions of Liquified Natural Gas Terminal, laws which regulate energy sector, as well as legislation adopted based on such laws, and legislation which regulates obligatory relations.

|  |  |  |
| --- | --- | --- |
| **Operator** | **Transferor** | **Acquirer** |
| (function, full name and signature) | (function, full name and signature) | (function, full name and signature) |
| Signature Date: | Signature Date: | Signature Date: |