**Agreement on traNsfer of 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 **Operator**), 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],

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 does not intend to use, and wishes to transfer 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: [•] from [•], 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 on transfer of 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 to the Acquirer its rights and obligations from TUA in relation to the LNG regasification capacity described in the table in this point 1 of the Transfer Agreement (hereinafter: **LNG Regasification Capacity for Transfer**), and the Acquirer assumes such rights and obligations and becomes a contracting party to TUA in relation to the transferred LNG Regasification Capacity for Transfer.

|  |  |  |
| --- | --- | --- |
| LNG Regasification Capacity for Transfer | | |
| LNG Regasification Capacity for Transfer | 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 LNG Regasification Capacity is transferred | From |  |
| Until |  |

1. **Rights and obligations of parties**

As of the date of transfer of LNG Regasification Capacity for Transfer indicated in the table in point 1 of this Transfer Agreement, the Transferor transfers, and the Acquirer assumes from the Transferor the rights and obligations and the contractual position of the Transferor from TUA relating to the LNG Regasification Capacity for Transfer (including, but not limited to, the obligation to provide credit support (collateral), obligation to provide capacity allocation guarantee and the obligation to abide by the Service Schedule).

The Transferor remains a contracting party to TUA in relation to all other rights and obligations of the Terminal User from TUA, which are not subject to transfer under this Transfer Agreement.

The Acquirer shall pay the Operator the Terminal use fee and all other claims, related to and/or in connection with the transferred LNG Regasification Capacity for Transfer, which arise from the date of transfer specified in point 1 of this Transfer Agreement onwards, in accordance with provisions of TUA.

The Transferor shall pay the Operator the Terminal use fee and all other claims, related to and/or in connection with the transferred LNG Regasification Capacity for Transfer, which arose until the date of transfer specified in point 1 of this Transfer Agreement, in accordance with provisions of TUA.

The Acquirer is obliged, within the deadline referred to in the Rules of Operation of Liquified Natural Gas Terminal concurrently with providing the Operator with copies of this Transfer Agreement signed by the Transferor and Acquirer, to submit to the Operator credit support (collateral) for the LNG Regasification Capacity for Transfer in accordance with the provisions of TUA and the General Terms and Conditions of Liquified Natural Gas Terminal Use; and to maintain and renew it in accordance with the provisions of TUA and the General Terms and Conditions of Liquified Natural Gas Terminal Use.

In the event that the Transferor transfers by this Agreement the LNG Regasification Capacity for Transfer before its obligation to deliver the collateral in accordance with the provisions of TUA and the General Terms and Conditions of Use of Liquified Natural Gas Terminal Use in relation to the LNG Regasification Capacity for Transfer, became due, the Acquirer is obliged to submit to the Operator, within the deadline referred to in the Rules of Operation of Liquified Natural Gas Terminal concurrently with providing the Operator with copies of this Transfer Agreement signed by the Transferor and Acquirer, a guarantee for the allocation of capacity for the LNG Regasification Capacity for Transfer, in accordance with the provisions of the Rules of Operation of Liquified Natural Gas Terminal.

In the event that the Acquirer is not an existing user of LNG terminal, the Acquirer is obligated, within the deadline referred to in the Rules of Operation of Liquified Natural Gas Terminal concurrently with providing the Operator with copies of this Transfer Agreement signed by the Transferor and Acquirer, to accede to the Joint Terminal Use Agreement and provide collateral for joint terminal use, in line with the provisions of the Rules of Operation of Liquified Natural Gas Terminal.

Provision of the credit support (collateral), capacity allocation guarantee and accession to the Joint Terminal Use Agreement within the deadline referred to in this Article are essential components of the Transfer Agreement.

The Acquirer agrees that the Operator is entitled to use all credit supports (collaterals) provided by the Acquirer under any other contract, in order to settle all claims of the Operator related to and/or in connection with the LNG Regasification Capacity for Transfer.

Termination or cessation of TUA concluded between the Transferor and the Operator does not affect the validity of the transfer from this Transfer Agreement, provided that the transfer of LNG Regasification Capacity for Transfer is completed in line with the Rules of Operation of Liquified Natural Gas Terminal prior to occurrence of termination or cessation of TUA.

1. **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: |