**Agreement on traNsfer of ownership of lng**

**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],

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, owns LNG stored in tanks of the Terminal, and wishes to transfer ownership of such LNG 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**) .
* Acquirer declares that it has acquired the appropriate LNG regasification capacity by concluding a contract [enter a name - Terminal Use Agreement no. [•] or agreement on transfer of LNG regasification capacity] with [enter the party] dated [•] and has concluded or acceded to the Joint Terminal Use Agreement on [•].
* 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 ownership of LNG (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 the ownership of the LNG stored in the tanks of the Terminal, as described in the table in this point 1 of the Transfer Agreement (hereinafter: **LNG for Transfer**).

|  |  |
| --- | --- |
| LNG for Transfer | |
| Amount of LNG for Transfer | kWh |
|
| Date of transfer of ownership of LNG for Transfer (beginning of the gas day) |  |
|
|

1. **Prava i obveze ugovornih strana**

On the date of transfer of ownership of LNG for Transfer specified in point 1 of this Transfer Agreement, the Transferor transfers to the Acquirer the ownership of the quantity of LNG for Transfer specified in point 1 of this Transfer Agreement.

The fee for the transferred LNG for Transfer shall be agreed between the Transferor and the Acquirer in a separate agreement.

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: |