**Draft Of The First Demand Bank Guarantee For Insurance Of Claims Based On The Terminal Use Agreement**

Date of issuance: \_\_\_\_\_\_\_

Agreement name: Terminal Use Agreement dated \_\_\_\_\_\_\_\_\_ (hereinafter: **the Agreement**)

For: LNG HRVATSKA d.o.o.., Slavonska avenija 1B, Zagreb, OIB: 53902625891 (hereinafter: **LNG Croatia**)

We refer to the Agreement signed on \_\_\_\_\_\_\_\_\_\_\_ between LNG Croatia and [enter company, address and OIB for domestic Terminal User or foreign Terminal User to which OIB was assigned, and for other foreign Terminal Users to which OIB was not assigned enter tax or other unique identification number] (hereinafter: **Terminal User**).

At the request of the Terminal User, we are issuing this bank guarantee under which we, \_\_\_\_\_\_\_ [bank name] from \_\_\_\_\_\_\_ [country name], with registered office in \_\_\_\_\_\_\_ [bank address], [enter OIB for a Croatian bank, and for other foreign banks enter tax or other unique bank identification number] (hereinafter: **the Bank**) irrevocably, unconditionally and without the right to object, commit to pay LNG Croatia no later than 8 (eight) days from the receipt of the first written invitation of LNG Croatia, any amount up to [enter the amount of bank guarantee in letters and numbers].

The Bank hereby undertakes to pay to LNG Croatia in the above manner, upon receipt of the first written request of LNG Croatia for payment, in which LNG Croatia declares that the conditions set out in the Agreement for the collection of this bank guarantee have been met, any amount or several amounts up to the total amount of [amount of bank guarantee in letters and numbers] as stated above, and without the need for LNG Croatia to prove the merits or reasons of its claim.

The total amount of this bank guarantee will be reduced for each payment from this bank guarantee.

This bank guarantee is valid from the date of issue until \_\_\_\_\_\_\_ [specify the period in accordance with the Agreement and the General Terms and Conditions of Liquefied Natural Gas Terminal Use] and any request for payment by LNG Croatia must be submitted to the Bank by that deadline. The request is delivered to the Bank at the address \_\_\_\_\_\_\_.

The Bank's obligation under this bank guarantee shall terminate immediately upon the expiration of the term for which it was issued, whether returned or not, and no payment may be claimed after the expiration of the said period, or after the Bank has paid the total amount of the bank guarantee, whichever of the above occurs first.

All notices given under this bank guarantee will be delivered by registered mail to the recipient at the address provided herein unless otherwise agreed in writing by and between the parties specified in this bank guarantee.

This bank guarantee is issued in 1 (one) original copy which is handed over to LNG Croatia.

The applicable law for this bank guarantee is Croatian law. All disputes arising from or related to this bank guarantee shall be resolved by Commercial court in Zagreb.

On behalf of the Bank

[name and signature of authorized person]

[function]

[stamp]