

Agreement of transfer of unused LNG regasification capacity and/ or LNG

[year] [month] [day]

LNG Hrvatska d.o.o., a limited liability company, seated in Radnička cesta 80, Zagreb, Croatia, registered at Commercial Court in Zagreb under the number 080733282, personal identification number (“OIB”): 53902625891 (hereinafter: the **Operator**), and

[*], office seated at [*], a company registered at [*] under the number [*], personal identification number (“OIB”): [*] (hereinafter: **Transferring Terminal User**), represented by [*], and

[*], office seated at [*], a company registered at [*] under the number [*], personal identification number (“OIB”): [*] (hereinafter: **Acquiring Terminal User**), represented by [*].

Whereas:

- The Transferring Terminal User has signed a Terminal user agreement (hereinafter: **TUA**) and acquired LNG regasification capacity which he intends not to use, or owns LNG stored in the FSRU tanks, and wishes to transfer such LNG regasification capacity or LNG to the Acquiring Terminal User.
- The Operator does not object to the transfer of LNG regasification capacity and/or LNG to the Acquiring Terminal User under the terms and conditions defined hereof.

The Transferring Terminal User and the Acquiring Terminal User concluded the following Agreement of transfer of unused LNG regasification capacity and/or LNG (hereinafter referred to as the **Transfer agreement**).

1. Subject-matter of the Transfer agreement

Hereby the Transferring Terminal User shall transfer, and the Acquiring Terminal User shall acquire the following LNG regasification capacity (hereinafter: **LNG regasification capacity to be transferred**) and/or LNG (hereinafter: **LNG to be transferred**):

LNG regasification capacity to be transferred			LNG to be transferred	
LNG regasification capacity to be transferred		kWh total	Quantity of LNG to be transferred	kWh
		kWh/d if flat rate		
Period of the use the LNG regasification capacity to be transferred	From		LNG transfer date (the beginning of the gas day)	
	To			
Date of transfer of LNG regasification capacity to be transferred				
Other special terms and conditions for using the LNG regasification capacity to be transferred				

2. Terms and conditions for using the LNG regasification capacity and/or LNG to be transferred and payment

- 2.1. As of the date of LNG regasification capacity transfer indicated in Paragraph 1 of this Agreement, the Acquiring Terminal User shall take over those rights and duties of the Transferring Terminal User (including the adherence to the services schedules, if they are already defined during the period of the use the LNG regasification capacity to be transferred), which correspond to the amount of the LNG regasification capacities to be transferred, while the Transferring Terminal User shall transfer his rights, duties, and liabilities accordingly within the scope of the LNG regasification capacity to be transferred. In order to avoid doubts, the Transferring Terminal User shall remain liable in its entirety against the Operator for the implementation of that LNG regasification capacity and other obligations, which are not transferred under this Transfer Agreement.
- 2.2. The Acquiring Terminal User shall make payments for the LNG regasification capacity to be transferred to the Operator from the date indicated in Paragraph 1 hereof at the terminal service prices as defined in the TUA.

2.3. From the LNG transfer date indicated in Paragraph 1 hereof the Transferring Terminal User shall transfer to the Acquiring Terminal User the LNG quantity indicated in Paragraph 1 of the Transfer Agreement and all duties in connection to the use of such LNG quantity (including a duty to coordinate or adhere to the coordinated services schedules).

3. Final provisions

- 3.1. This Transfer Agreement and rights and obligations arising thereof shall be governed by the law of the Republic of Croatia.
- 3.2. Every dispute, disagreement, or claim arising of or in connection to this Transfer Agreement, its breach, termination, or validity shall be solved by mutual negotiations between the Parties.
- 3.3. Should the parties fail to reach a solution as defined in Paragraph 3.2, every dispute, disagreement, or claim arising of or in connection to this Transfer Agreement, its breach, termination, or validity shall be solved in courts of the Republic of Croatia according to the procedure set out in legal acts of the Republic of Croatia.
- 3.4. The parties hereby declare that they have duly and carefully read the Transfer Agreement, understood its content and consequences, and signed it as an expression of their intent.
- 3.5. This Transfer Agreement has been made in three equally valid copies – one for the Operator, the Transferring Terminal User, and the Acquiring Terminal User.
- 3.6. This Transfer Agreement shall enter into force as of the date of signing thereof.

Operator

**Transferring Terminal
User**

Acquiring Terminal User

(job title, full name,
signature)

(job title, full name,
signature)

(job title, full name,
signature)