	Company: LNG CROATIA LLC Radnička cesta 80, Zagreb, Croatia	Version/Revision 1/0	
	Facility: LNG Terminal	Document number: KKR-1 -1	
	Document title: Agreement on transfer of LNG regasification capacity and/or LNG Valid from: 10.9.2020.	Page/of 1 / 3	Date of creation: 5.9.2020.

AGREEMENT ON TRANSFER OF LNG REGASIFICATION CAPACITY AND/OR LNG

[year] [month] [date]

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 Radnička cesta 80, Zagreb, Croatia, (hereinafter: the **Operator**), represented by Director, Hrvoje Krhen and

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

Whereas:

- The Transferring Terminal User and the Operator have concluded the Terminal Use Agreement no. [] as of [] (hereinafter: **TUA**), by which the Transferring Terminal User contracted LNG regasification capacity which he does not intend to use, or owns LNG stored in tanks of the Terminal, and wishes to transfer such LNG regasification capacity, or ownership of LNG, to the Acquiring Terminal User.
- The Acquiring Terminal User and the Operator have concluded the Terminal Use Agreement no. [] as of [] (hereinafter: **Acquiring Terminal User's TUA**). Entering into this Transfer Agreement does not affect the contractual relations between the Acquiring Terminal User and Operator based on Acquiring Terminal User's TUA.
- By signing this Transfer Agreement, the Operator grants its consent to conclusion of this Transfer Agreement, 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 and/or LNG (hereinafter referred to as the **Transfer Agreement**).

1. Subject-matter of the Transfer Agreement


It is necessary to mark with a cross whether the subject of this Transfer Agreement is point a) and/or b):

☐ a) transfer of LNG regasification capacity:

By concluding this Transfer Agreement, the Transferring Terminal User transfers to the Acquiring Terminal User 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 Acquiring Terminal User assumes such rights and obligations and becomes a contracting party to TUA in relation to the transferred LNG Regasification Capacity for Transfer.

☐ b) transfer of ownership of LNG:

By concluding this Transfer Agreement, the Transferring Terminal User transfers to the Acquiring Terminal User 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**).

	Company: LNG CROATIA LLC Radnička cesta 80, Zagreb, Croatia	Version/Revision 1/0	
	Facility: LNG Terminal	Document number: KKR-1 -1	
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LNG Regasification Capacity for Transfer			LNG for Transfer	
LNG Regasification Capacity for Transfer		kWh total	Amount of LNG for Transfer	kWh
		kWh/d if flat rate		
Contracted period of use of the LNG Regasification Capacity based on TUA	From		Date of transfer of ownership of LNG for Transfer (beginning of the gas day)	
	Until			
Period in which the LNG Regasification Capacity is transferred based on the Transfer Agreement	From			
	Until			

2. Rights and obligations of parties

Depending on whether the subject matter of the Transfer Agreement is point a) and/or b):

a) Transfer of LNG Regasification Capacity for Transfer:

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

The Transferring Terminal User 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 Acquiring Terminal User 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 Transferring Terminal User 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 Acquiring Terminal User is obliged, concurrently with providing the Operator with copies of this Transfer Agreement signed by the Transferring Terminal User and Acquiring Terminal User, 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 Liquefied Natural Gas Terminal Use; and to maintain and renew it in accordance with the provisions of TUA and the General Terms and Conditions of Liquefied Natural Gas Terminal Use. Provision of the credit support within the term referred to in this provision is an essential component of the Transfer Agreement.

The Acquiring Terminal User agrees that the Operator is entitled to use all credit supports provided by the Acquiring Terminal User 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 Transferring Terminal User and the Operator does not affect the validity of the transfer from this Transfer Agreement.

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b) Transfer of ownership of LNG for Transfer:

On the date of transfer of ownership of LNG for Transfer specified in point 1 of this Transfer Agreement, the Transferring Terminal User transfers to the Acquiring Terminal User 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 Transferring Terminal User and the Acquiring Terminal User in a separate agreement.

3. Final provisions

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

3.2. 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 48 of the General Terms and Conditions of Liquefied Natural Gas Terminal Use shall be applicable to other issues related to arbitration not regulated in this Transfer Agreement.

3.3. The Parties hereby declare that they have carefully read the Transfer Agreement and understood its content and effects.

3.4. This Transfer Agreement was drafted in three identical counterparts - one for the Operator, Transferring Terminal User and Acquiring Terminal User.

3.5. This Transfer Agreement enters into force on the date when it is signed by the Operator.

Operator

Transferring Terminal User

Acquiring Terminal User

(function, full name and signature)

(function, full name and signature)

(function, full name and signature)