	Company: LNG CROATIA LLC Radnička cesta 80, Zagreb, Croatia	Version/Revision 1/0	
	Facility: LNG Terminal	Document number: KKR-2-1	
	Document title: Agreement on transfer of right to use the LNG regasification capacity Valid from: 10.9.2020.	Page/of 1 / 2	Date of creation: 5.9.2020.

AGREEMENT ON TRANSFER OF RIGHT TO USE THE LNG REGASIFICATION CAPACITY

[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 intends not to use, and wishes to transfer the right to use such LNG regasification capacity 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 Liquefied Natural Gas Terminal, General Terms and Conditions of Liquefied Natural Gas Terminal Use and TUA.

The Parties concluded the following Agreement of transfer of right to use the LNG regasification capacity (hereinafter referred to as the **Transfer Agreement**).

1. Subject-matter of the Transfer Agreement

By concluding this Transfer Agreement, the Transferring Terminal User transfers, and the Acquiring Terminal User acquires, the right to use the following LNG regasification capacity (hereinafter: **LNG Regasification Capacity**):

LNG Regasification Capacity		
LNG Regasification Capacity	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 right to use LNG Regasification Capacity is transferred based on the Transfer Agreement	From	
	Until	

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2. Rights and obligations towards the Operator

- 2.1. Entering into this Transfer Agreement does not affect the contractual relations between the Transferring Terminal User and Operator based on TUA. The Transferring Terminal User remains a party and the holder of all the rights (other than the right to use the LNG Regasification Capacity referred to in point 1 of this Transfer Agreement), as well as all the obligations arising from the concluded TUA.
- 2.2. In the event of termination or expiry of TUA, this Transfer Agreement shall be terminated automatically, by operation of the law, without the need to give any statements or notifications, and the Acquiring Terminal User shall immediately lose the right to use the LNG Regasification Capacity referred to in point 1 of this Transfer Agreement, by operation of law.

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)