

Company name_____, company address_____, company registration number _____, VAT ID No. _____, represented by the legal representative _____ (hereinafter referred to as the “Network User”),

and

Company name_____, company address_____, company registration number _____, VAT ID No. _____, represented by the legal representative _____ (hereinafter referred to as the “the Sublessee”),

enter into the following

SUBLEASE AGREEMENT NO. _____

Article 1

The Parties enter into this Agreement with the purpose of trading capacities on the secondary market by concluding a sublease agreement, whereby the Transmission Agreement concluded between the Network User and the Transmission System Operator maintains its full validity. All relations arising from this Sublease Agreement shall be assessed in compliance with the Transmission Agreement and provisions of Articles 605 to 609 of the Code of Obligations.

Article 2

The Parties to the Agreement hereby establish:

- that the Network User entered into the Transmission Agreement No. _____ (hereinafter referred to as the “Transmission Agreement”) with the Transmission System Operator, i.e. PLINOVODI d.o.o. (hereinafter referred to as the “Transmission System Operator”), on _____ for the purpose of implementing access to the natural gas transmission network owned and managed by the Transmission System Operator;
- that the Network User does not fully utilise the leased transmission capacity in compliance with the previous indent, thus subleasing it to the Sublessee in the scope determined in the following Article;
- that this Agreement is concluded in compliance with Regulation (EC) No. 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005, Rules of procedure for implementation of Regulation (EC) No. 715/2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No. 1775/2005, the Energy Act (EZ-1) and other regulations applicable in the territory of the Republic of Slovenia.

Article 3

With this Agreement, the Network User undertakes to sublease to the Sublessee a part of the

transmission capacity allocated to the Network User with the Transmission Agreement, with the following characteristics:

- volume of the transmission entry/exit capacity (in kWh/day): _____;
- border entry/exit point: _____;

all for the period of sublease from _____ until _____.

In return, the Sublessee undertakes to pay the Network User the sum determined herein.

The Network User guarantees the Sublessee that based on the Transmission Agreement it has an allocated capacity corresponding to at least the capacity and minimum period as subleased and determined in the previous paragraph.

Article 4

The Parties also establish that despite entering into this Agreement, the Transmission Agreement concluded between the Network User and Transmission System Operator maintains its full validity. In addition, the Parties establish that for the purposes of calculating the use of the transmission system in compliance with the Transmission Agreement, regarding the Transmission System Operator it is deemed that the Network User is guaranteed the total natural gas transmission capacity in compliance with the Transmission Agreement.

Furthermore, it is also deemed that all liabilities towards the Transmission System Operator calculated by the latter according to the transmitted kWh quantity of natural gas shall be fully paid by the Network User, including all quantities transmitted by the Sublessee in accordance herewith. For the repayment of these claims, the Transmission System Operator may request directly from the Sublessee that the sums arising hereunder and owed by the latter to the Network User, shall be paid by the Sublessee directly to the Transmission System Operator, up to the amount of Sublessee's liability incurred hereunder.

The Parties explicitly declare that they are aware that the Transmission System Operator may suspend access to the transmission network in the event of default in payment of all liabilities arising from the Transmission Agreement, in compliance with the concluded Transmission Agreement and applicable regulations of the Republic of Slovenia.

If due to the reason stated in the previous paragraph the Sublessee's right according hereto is completely eliminated or restricted, the Sublessee may enforce any claims in this regard against the Network User. The Sublessee explicitly declares that it has no claims against the Transmission System Operator associated with the transmission suspension, and arising from damage or reimbursement of costs.

Article 5

/optional proposal for formulating the provision on payments:

“For the purpose of subleasing transmission capacities in the manner, scope and duration determined hereunder, the Sublessee undertakes to pay the Network User the sum of EUR _____ per month.

The Network User shall issue an invoice for the sublease to the Sublessee no later than on the _____ day of the month for the previous month, while the Sublessee undertakes to pay the full invoice amount no later than within _____ days.

The Sublessee explicitly undertakes to pay the Network User, within three days after the invoice is issued by the Network User, any and all additional costs which might be incurred

by the latter if the Sublessee used the subject matter of this sublease contrary to this Sublease Agreement.”

Article 6

The Sublessee explicitly states and declares that its balance group leader hereunder is the company _____ with its address at _____, registration No. _____, VAT ID No. _____, which, based upon a consent, assumed the obligation of nominating transmission quantities of natural gas for the Sublessee in compliance with the applicable regulations of the Republic of Slovenia.

The Sublessee also explicitly states that it is familiar with the relevant applicable legislation of the Republic of Slovenia governing the transmission and supply of natural gas, and shall carry out all obligations from this Agreement in compliance therewith.

Article 7

The Network User explicitly undertakes to notify the Transmission System Operator on concluding the legal transaction within 15 days upon entering into this Agreement but no later than 3 days before the implementation of this Agreement starts, by forwarding a photocopy of this Sublease Agreement to the latter, whereby the information on the price or/and other business data that the former finds sensitive may be concealed in the Agreement.

Article 8

This Agreement is concluded on the day it is signed by both Parties and becomes effective provided that the Transmission System Operator received the notice according to the previous Article.

This Agreement is signed in 4 (four) copies, 2 (two) in Slovenian and 2 (two) in English language, each of which serves as the original. Each party to the Contract receive 1 (one) copy of the Contract in each language. In the event of any conflict or inconsistency or in case of doubt as to the proper content interpretation or construction of this agreement the Slovenian version shall prevail.

Date: _____

Network User:

Sublessee:

