

**Unofficial translation – for information only**

**TRANSFER OF THE ACCESS CONTRACT SUSCRIBED BETWEEN \_\_\_\_\_ ON DATE \_\_\_\_\_ OF 20\_\_ (NO. \_\_\_\_\_) AND ENAGAS TRANSPORTE, S.A.U. RELATED TO THE SERVICE \_\_\_\_\_ AT \_\_\_\_\_.**

**Contract no. \_\_\_\_\_**

**In Madrid on this \_\_ day of \_\_\_\_\_ of 20\_\_**

By and among \_\_\_\_\_ (hereinafter, "Assignor"), with its registered address at \_\_\_\_\_ and with CIF \_\_\_\_\_, duly registered at the Mercantile Registry of \_\_\_\_\_, in Volume \_\_\_\_\_, File \_\_\_\_\_ Page\_\_\_\_\_, represented herewith by Mr. \_\_\_\_\_, by the power of attorney granted before Public Notary \_\_\_\_\_ Mr. \_\_\_\_\_ dated \_\_\_\_\_ and with protocol number \_\_\_\_\_.

The other Party, \_\_\_\_\_ (hereinafter, "Assignee"), with its registered address at \_\_\_\_\_ and with CIF \_\_\_\_\_, duly registered at the Mercantile Registry of \_\_\_\_\_, in Volume \_\_\_\_\_, File \_\_\_\_\_ Page\_\_\_\_\_, represented herewith by Mr. \_\_\_\_\_, by the power of attorney granted before Public Notary \_\_\_\_\_ Mr. \_\_\_\_\_ dated \_\_\_\_\_ and with protocol number \_\_\_\_\_.

And the other party, ENAGÁS TRANSPORTE, S.A.U. (hereinafter, "Carrier"), with its registered address at Paseo de los Olmos nº 19, 28005 Madrid and with CIF A-86484334, duly registered at the Mercantile Registry of Madrid, in Volume 30.118, File 30, Page M-542143, represented herewith by Mr. Claudio Rodríguez Suárez by the power of attorney granted before Public Notary Mr. Pedro de la Herrán Matorras, dated June 28<sup>th</sup> of 2012 and with protocol number 1.443.

**DO HEREBY DECLARE**

**FIRST.-** That on date \_\_\_\_\_ of 20\_\_ the Assignor and ENAGÁS suscribed a Contract for Accessing \_\_\_\_\_ at \_\_\_\_\_, with a Contracted Capacity (Qrd) of \_\_\_\_\_ KWh/day from \_\_\_\_\_ of 20\_\_ until \_\_\_\_\_ of 20\_\_ ("\_\_\_\_\_ Contract").

**SECOND.-** That the capacity available to the Assignor is transferred to the Assignee in an operation in the Secondary Capacity Market. That the Assignor conducted in the Secondary Capacity Market resale of capacity \_\_\_\_\_ kWh/day from \_\_\_\_\_ of 20\_\_ to \_\_\_\_\_ of 20\_\_, of the contract referred to above and that this capacity was demanded by the Assignee on \_\_\_\_\_ of 20\_\_.

**THIRD.-** That the Assignor and the Assignee are interested in transferring the aforementioned Contract of \_\_\_\_\_ from the first to the second one, being necessary prior consent of ENAGÁS.

And consequently,

**DO AGREE**

**FIRST.-** That the Assignor transfers to the Assignee, which accepts, its contractual position and, subsequently, the rights and obligations derived from the \_\_\_\_\_ Contract no. \_\_\_\_\_ and date \_\_\_\_\_ of 20\_\_, in the terms established in the present Transfer Contract, the Assignee ensuring proper compliance with all obligations of the \_\_\_\_\_ Contract.

**SECOND.-** That the Assignor guarantees proper functioning of all obligations of the Contract, and shall present to ENAGÁS the corresponding bank guarantee to ensure compliance with the obligations under the contract No. \_\_\_\_\_ (if bank guarantee not needed, remove reference to the delivery of endorsement).

**THIRD.-** That ENAGÁS consents to the Assignment of Contract referred to in the terms set forth in this Transfer Contract.

**FOURTH.-** That the Assignor and the Assignee shall remain jointly liable before ENAGÁS of the economic, legal or other nature consequences that may arise for ENAGÁS in case this \_\_\_\_\_ Contract transfer be considered by the competent authority contrary to or not in accordance with applicable law or when although considered in accordance with law, may arise from the transfer any obligation of payable income to the system, and provided that the obligation derives directly from the transfer object of this Contract. Except for the cases mentioned above, the Assignor will not be liable in any case before ENAGÁS or third parties for the actions executed or the obligations accepted by the Assignee once the contract has been transferred.

Similarly, Assignor and Assignee, undertake jointly to ENAGÁS, to restore the transferred Contract to the situation in which it was prior to the sale, in the event that the invalidity of the transfer and/or any of its terms or conditions could be issued by the administrative authority and/or the competent courts in an executive capacity.

Notwithstanding the foregoing, shall not be required to ENAGÁS bringing any appeal for the impugnement of it, although Assignor and Assignee will be free to initiate such an impugnement in the way they deem appropriate.

**FIFTH.-** The Assignee acknowledges in content, scope and terms of the \_\_\_\_\_ Contract No. \_\_\_\_\_, signed between the Assignor and Enagas, so agrees to comply in all that is applicable to the contract, the subject of this Transfer.

All Parties acknowledge their agreement by signing this Contract in triplicate together, at the place and time indicated above.

By \_\_\_\_\_  
Contracts Assignor

Signatory:

By \_\_\_\_\_  
Contracts Assignee

Signatory:

By **ENAGÁS TRANSPORTE, S.A.U.**  
Giving conformity to the Transfer

Signatory: D. Claudio Rodríguez Suárez