

Agreement for Purchase of IRC by the Distributor

By and between

The first party, Gas Natural Redes GLP, S.A , hereinafter The Distributor, with address for the purposes of this agreement at _____ with Tax ID Code (CIF) _____

Acting for and on behalf of [name] _____

And the second party _____;

hereinafter referred to as the installation company, with address for the purposes of this agreement at _____

with Tax ID Code (CIF) _____ and acting for and on its behalf, [name] _____

Both parties mutually acknowledge that each other has the legal capacity to sign this agreement and, to that effect,

Declare

I. That the installation company owns a common receiving installation (hereinafter IRC), which has been installed in the building located at _____

_____ and this consists of the following

elements: _____

It also has all of the regulatory certificates and permits:

II. That THE DISTRIBUTOR is a natural gas distributor company and meets all the requirements laid down in law for the exercise of that activity.

III. That on the [date] _____ the installation company entered into an agreement with the Homeowners Association located at _____ which authorises it to assign the ownership of the aforementioned IRC, once built, to a third party Distributor. We enclose a copy of the aforementioned agreement.

IV. That THE DISTRIBUTOR, as gas distribution company, is interested in acquiring ownership of the IRC described in section I.

V. GN Redes GLP is authorised to assign the contract to a natural gas distributor at the moment decided on by GN Redes GLP.

V. That, by virtue of what has been declared, both parties agree to be bound by the following:

CLAUSES

ONE. OBJECT

The installation company, as owner of the IRC described in section I of the recitals, assigns and transfers it to THE DISTRIBUTOR, which accepts and acquires it, assuming all of the installation company's rights and obligations over the same.

The installation company hereby delivers to THE DISTRIBUTOR the technical documentation referring to this IRC, which is incorporated as an integral part of this agreement.

TWO. The installation company delivers the IRC to THE DISTRIBUTOR in good condition for the use for which it is intended, guarantees that the same is in perfect condition and that it complies with all of the legal and technical requirements required by the current legislation.

The installation company also declares that the IRC that is subject to transfer under this agreement is free from liens and encumbrances, and no restriction of access to third parties exists.

The installation company will, where appropriate, assume the costs of any repairs necessary to fix faults that prevent normal use being made of the same and that appear within the two years following the installation transfer date, in other words, from the date of signing this agreement.

Similarly, the installation company will be liable for any damage caused by hidden defects.

THREE. PRICE AND FORM OF PAYMENT

The price set for this transfer is _____ EUROS, plus the corresponding VAT. The parties agree that the price of _____ EUROS will be paid as follows: (DEFINE PAYMENT METHOD).

FOUR. CONSENT TO JURISDICTION

With regards to the interpretation of this agreement, the parties agree to submit to the judgement of the Courts and Tribunals of _____, expressly waiving any other jurisdiction to which they may be entitled.

In witness whereof, the parties sign this contract in duplicate, in

_____ on [date] _____ [month] _____ [year] _____

Gas Natural Redes GLP, S.A

INSTALLATION COMPANY
