IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MOL HUNGARIAN OIL AND GAS PLC
Dombóvári út 28.
1117 Budapest, Hungary,

Petitioner,

v.

THE REPUBLIC OF CROATIA
Ministry of Economy
Ulica grada Vukovara 78
10000 Zagreb, Croatia,

Respondent.

Civil Action No. _____

PETITION TO ENFORCE ARBITRATION AWARD

1. Petitioner MOL Hungarian Oil and Gas Plc ("Petitioner" or "MOL") respectfully requests enforcement of an arbitration award pursuant to 22 U.S.C. § 1650a and Article 54 of the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States, Mar. 18, 1965, 17 U.S.T. 1270, 575 U.N.T.S. 159 (the "ICSID Convention"). The arbitration award (the "Award") was rendered in favor of MOL and against the Republic of Croatia ("Respondent" or "Croatia," and together with MOL, the "Parties") on July 5, 2022, following an arbitration (the "Arbitration") before the International Centre for the Settlement of Investment Disputes ("ICSID"). A certified copy of the Award, certified by ICSID's Secretary-General, is attached as Exhibit A to the accompanying Declaration of Michael A. Losco ("Losco Decl.").

2. In the Award, the arbitral tribunal constituted to resolve the Parties' dispute (the "Tribunal") rejected all of Croatia's jurisdictional objections, held that Croatia had breached its treaty obligations, and awarded MOL monetary damages as described herein.

3. Croatia has not satisfied any portion of the Award.

4. Enforcement of the Award has not been stayed pursuant to Article 50, 51, or 52 of the ICSID Convention or Rule 54 of the ICSID Arbitration Rules, which offer the exclusive recourse against an ICSID Convention award. The deadline for seeking relief under those provisions has expired. *See infra* ¶ 41.

5. Pursuant to Article 54 of the ICSID Convention and 22 U.S.C. § 1650a, an arbitral award issued under the ICSID Convention is not subject to collateral attack and must be enforced and given the same full faith and credit as if it were a final judgment of a court in the United States.

6. Accordingly, Petitioner requests that this Court enter an Order: (1) enforcing the Award as if it were a final judgment of this Court; (2) requiring payment of the amounts specified in the Award plus post-award interest at the rate of USD LIBOR plus two percent per annum; and (3) awarding MOL such other and further relief as this Court may find just and proper.

PARTIES

7. MOL is a vertically integrated oil and gas company with operations in several countries. Its core business comprises the extraction, production, and trading of hydrocarbons. MOL is incorporated under the laws of Hungary and maintains its headquarters in Budapest.[1] It is publicly listed on the Budapest and Warsaw stock exchanges.

[1] Hungary is a Contracting State to the ICSID Convention, which it signed on October 1, 1986. About ICSID, Member States, https://icsid.worldbank.org/about/member-states/database-of-member-states. The Convention entered into force for Hungary on March 6, 1987. About ICSID, Member States: Hungary, https://icsid.worldbank.org/about/member-states/database-of-member-states/member-state-details?state=ST63. Hungary is also a Contracting Party to the Energy Charter Treaty ("ECT"), which it signed on February 27, 1995. International Energy Charter, Members & Observers: Hungary, https://www.energycharter.org/who-we-are/members-observers/countries/hungary/. The ECT entered into force for Hungary on July 7, 1998. *Id.* MOL is therefore a "national" of a "Contracting State" within the meaning of Articles 25(2)(b) and 36(1) of the ICSID Convention and is an "Investor" of a "Contracting Party" within the meaning of Articles 1(7) and 26 of the ECT.

8. The Respondent is the Republic of Croatia.[2] Croatia is a "foreign state" for purposes of the Foreign Sovereign Immunities Act ("FSIA"), 28 U.S.C. § 1603.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 22 U.S.C. § 1650a(b), which provides that "[t]he district courts of the United States . . . shall have exclusive jurisdiction over actions and proceedings" to enforce awards entered under the ICSID Convention.

10. In addition, this Court has subject matter jurisdiction over this action because this action is a "nonjury civil action against a foreign state" on a claim "with respect to which the foreign state is not entitled to immunity" under certain subsections of the FSIA. 28 U.S.C. § 1330(a).

11. Croatia is not entitled to sovereign immunity because this case falls under multiple exceptions to sovereign immunity set forth in 28 U.S.C. § 1605.

12. First, pursuant to 28 U.S.C. § 1605(a)(6), Croatia is not immune from suit because this is an action to enforce an arbitral award governed by the ICSID Convention, which is a treaty in force in the United States for the recognition and enforcement of arbitral awards. *Blue Ridge Investments, L.L.C. v. Republic of Argentina*, 735 F.3d 72, 85 (2d Cir. 2013).

13. Second, Croatia has explicitly waived sovereign immunity pursuant to 28 U.S.C. § 1605(a)(1). Shareholders Agreement dated July 17, 2003 ("SHA") § 15.3 (Losco Decl., Ex. D);

[2] Croatia signed the ICSID Convention and deposited its instrument of ratification on June 16, 1997. About ICSID, Member States, https://icsid.worldbank.org/about/member-states/database-of-member-states. The Convention entered into force for Croatia on October 22, 1998. About ICSID, Member States: Croatia, https://icsid.worldbank.org/about/member-states/database-of-member-states/member-state-details?state=ST37. Croatia is also a Contracting Party to the ECT, having signed on December 17, 1994. International Energy Charter, Members & Observers: Croatia, https://www.energycharter.org/who-we-are/members-observers/countries/croatia/. The ECT entered into force for Croatia on April 16, 1998. *Id.*

Gas Master Agreement dated January 30, 2009 ("GMA") § 4.10 (Losco Decl., Ex. F).

14. Third, Croatia has impliedly waived sovereign immunity pursuant to 28 U.S.C. § 1605(a)(1) by becoming a Contracting State to the ICSID Convention. *See Tatneft v. Ukraine,* No. 18-7057, 2019 WL 2563159, at *1–*2 (D.C. Cir. May 28, 2019) (per curiam); *Blue Ridge*, 735 F.3d at 84.

15. This Court has personal jurisdiction over Croatia pursuant to 28 U.S.C. § 1330(b).

16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(f)(4).

17. This petition was timely filed in accordance with 22 U.S.C. § 1650a(a) and D.C. Code §§ 15-352 and 15-101.

THE AGREEMENT TO ARBITRATE

18. The Parties' agreement to arbitrate consists of Croatia's unconditional offer to arbitrate disputes as expressed in Article 26 of the Energy Charter Treaty, 2080 U.N.T.S. 95 (2002) ("ECT") (Losco Decl., Ex. H). MOL accepted that unconditional offer of arbitration in its Request for Arbitration ("RFA") dated November 26, 2013, and its Amended RFA dated May 20, 2014 (Losco Decl., Ex. B and Ex. C, respectively).

THE UNDERLYING DISPUTE

19. The underlying dispute between the Parties arose out of the privatization of Croatia's formerly state-owned energy company, INA-Industrija Nafte, d.d. ("INA"). In 2002, Croatia enacted legislation (the "INA Privatization Act") in which it committed to privatize INA as part of a larger plan to liberalize the Croatian economy in preparation to accede to the European Union. *See* Award, ¶ 352. Pursuant to the INA Privatization Act, the Croatian government invited bids for companies to take on the role of "Strategic Investor" of INA, which initially would entail the acquisition of a 25% plus one share stake in INA. *Id.*, ¶¶ 352–54. As the winning bidder, MOL

paid USD 505 million to acquire a 25% plus one share stake in INA in 2003. *Id.*, ¶ 352. On July 17, 2003, MOL and Croatia entered into the SHA "to regulate the relations between them" as shareholders in INA. *Id.*, ¶ 356. Under the SHA,

> a shareholder with a shareholding of between 25% and 50% had the right to appoint two members (out of seven) of the Management Board and two members (also out of seven) of the Supervisory Board. A shareholder which owned more than 50% of the shares had the right to nominate four members of each Board. Any remaining seats were to be filled in accordance with the Articles of Association and Croatian law.

Id., ¶ 356(a). Thus, as a shareholder with more than 25% of INA's shares, MOL was entitled to nominate two members of each Board. As a majority shareholder, Croatia was entitled to nominate four members of each Board.

20. Over the next several years, "Croatia continued implementing the privatisation process as required by the INA Privatisation Act." *Id.*, ¶ 357. "By the beginning of 2008, the Croatian Government had privatised more than 50% of INA's shares by divesting itself of further shares." *Id.*, ¶ 360. Shortly thereafter, MOL launched a public offer to acquire additional INA shares. Through that public offer, MOL increased its shareholding to 47.16% and thereby became INA's largest shareholder. *Id.*, ¶¶ 361-62. Croatia's share had fallen to 44.85%, making it INA's next-largest shareholder. *Id.*, ¶ 362. Thus, under the SHA, as holders of more than 25% but less than 50% of INA's shares, MOL and Croatia were both entitled to nominate two members of the Supervisory and Management Boards—but neither was able to nominate a majority of either seven-member board. SHA, §§ 7.1.1(a), 7.2.1(a).

21. For reasons disputed by the Parties in the Arbitration, MOL and Croatia negotiated two subsequent agreements—the First Amended Shareholders Agreement dated January 30, 2009 ("FASHA") (Losco Decl., Ex. E) and the GMA (Losco Decl., Ex. F) (together, the "2009 Agreements" or the "Agreements"). *See* Award, ¶ 364. The Agreements—which were

scrupulously negotiated and unanimously approved by the Croatian government—were mutually beneficial to both MOL and Croatia. *See* Award, ¶¶ 558, 618.

22. The FASHA granted MOL management control over INA, thus resolving the erstwhile uncertainty regarding INA's management under the SHA in light of the Parties' respective shareholdings. *See* FASHA, arts. 7.1, 7.2; Award, ¶ 364.

23. The GMA permitted INA's gas storage business ("PSP Okoli") and gas trading business ("Prirodni Plin" or "PP") to be spun off into separate subsidiaries and transferred to Croatia by July 1, 2009, thereby relieving INA of the obligation to supply gas to Croatian consumers at below-market prices while enhancing Croatia's energy security. The GMA "was regarded on both sides as essential to rescue INA from severe financial distress." Award, ¶ 618. The GMA also included provisions relating to the liberalization of the Croatian gas market. GMA, §§ 2, 3; Award, ¶ 364.

24. Croatia, however, "did not comply with the obligation in the GMA to acquire [PP] by 1 July 2009." Award, ¶ 364(b) at p. 56. Accordingly, the Parties negotiated the First Amendment to the Gas Master Agreement ("FAGMA"), which was executed on December 16, 2009. *Id.* Under the FAGMA, the deadline for Croatia to acquire INA's gas business was postponed to December 1, 2010. However, "Croatia did not comply with that obligation either and, so far as the Tribunal is aware, still has not acquired PP." *Id.*

25. Croatia also defaulted on various other commitments it had undertaken in connection with liberalizing the Croatian gas market. *Id.*, ¶¶ 379–80. First, Croatia failed to secure a price increase for PP's industrial customers, as it was obligated to do under the GMA and FAGMA. Second, Croatia failed to grant PP's reasonable requests for gas price increases to tariff customers (*i.e.*, household and smaller industrial customers) as it was required to do under the

GMA and FAGMA. Third, Croatia replaced PP with a state-owned enterprise, Hrvatska Elektroprivreda ("HEP"), as wholesale gas supplier in Croatia. The government forced INA and PP to sell gas to HEP at a loss, while allowing HEP to profit from those gas sales. *Id.*, ¶¶ 632–34. Fourth, Croatia "radically restructure[d]" the regime for gas storage at PSP Okoli, ultimately forcing INA and PP to sell stored gas at firesale prices to HEP. *Id.*, ¶ 639.

26. Further, beginning in 2009 under the administration of Prime Minister Jadranka Kosor, Croatia pursued baseless criminal charges against MOL's Chairman and CEO Zsolt Hernádi, in an apparent effort to generate leverage to take back INA's management rights. This conduct formed the basis for a jurisdictional objection raised by Croatia in the Arbitration, which the Tribunal rejected. *Id.*, ¶¶ 543, 559. In short, Croatian authorities fabricated and prosecuted allegations that MOL had procured the 2009 Agreements by bribing Croatia's former Prime Minister, Ivo Sanader. These allegations rested largely on the testimony of a single witness, Robert Ježić. Nevertheless, in 2012, Croatian authorities tried and convicted Prime Minister Sanader of the crime of bribery. That conviction was later quashed by Croatia's Constitutional Court.[3]

27. In 2019, while the Arbitration was well underway, Croatia re-tried Dr. Sanader together with Mr. Hernádi (*in absentia*). On December 30, 2019, after a trial marked by judicial

[3] Following the conviction, and shortly after MOL commenced the Arbitration, Croatia commenced a separate arbitration pursuant to the 1976 UNCITRAL Arbitration Rules (the "UNCITRAL Arbitration") seeking to nullify the FASHA, GMA, and FAGMA on the basis of the alleged bribe. In December 2016, the UNCITRAL Tribunal rejected the bribery allegation, reaching "the confident conclusion that Croatia has failed to establish that MOL did in fact bribe Dr Sanader." *MOL Hungarian Oil and Gas Plc v. Republic of Croatia*, Case No. 1:17-cv-02339-KBJ, Petition to Confirm Arbitration Award, Ex. 6 (ECF 1-6) (UNCITRAL Award), ¶ 333. The UNCITRAL Tribunal added that it was "quite satisfied that no judge or tribunal seeing or reading Mr Ježić's evidence would come to any other conclusion but that he was a wholly unreliable witness." *Id.*, ¶ 329.

bias and riddled with procedural defects, the Zagreb County Court convicted them both.[4] On October 25, 2021, the Croatian Supreme Court affirmed the Zagreb County Court's decision.[5] Internationally recognized independent trial monitors condemned the trial and appellate proceedings for failing to comply with international fair trial standards.[6]

THE ARBITRATION

28. On 26 November 2013, MOL commenced the Arbitration against Croatia. Award, ¶ 6. MOL alleged that the measures taken by Croatia, as described above, violated Croatia's obligations under the ECT, which requires *inter alia* that Croatia (i) accord fair and equitable treatment to investments made by investors from other contracting states, and (ii) refrain from "impair[ing] by unreasonable or discriminatory measures" the "management, maintenance, use, enjoyment or disposal" of such investments.[7] ECT art. 10(1). Croatia was represented by counsel

[4] Final Trial Monitoring Report by Judge Professor Dr. h.c. Kai Ambos and Lord Anderson of Ipswich KBE QC dated September 23, 2020, ¶ 3.46 (Losco Decl., Ex. J) ("Trial Monitoring Report").

[5] Appellate Proceedings Monitoring Report by Judge Professor Dr. h.c. Kai Ambos and Lord Anderson of Ipswich KBE QC dated February 14, 2022, p. 1 (Losco Decl., Ex. K) ("Appellate Proceedings Monitoring Report").

[6] Trial Monitoring Report at 202-14; Appellate Proceedings Monitoring Report at 79-83. As of the date of this Petition, Mr. Hernádi has appealed that decision to the Croatian Constitutional Court, and his appeal is still pending.

[7] MOL raised several additional claims in the Arbitration, which the Tribunal ultimately did not accept. First, MOL alleged that after it launched a public offer for INA shares in December 2010, Croatian government officials colluded with pension funds to prevent MOL from obtaining a majority shareholding in INA by outbidding MOL's offer for INA shares. Second, MOL alleged that Croatia unjustifiably revoked INA's hydrocarbon exploration licenses and re-tendered those licenses for economic gain, to INA's and MOL's detriment. Third, MOL alleged that Croatia raised hydrocarbon royalties in breach of its obligations to MOL under the GMA, FAGMA, and the ECT. Fourth, MOL alleged that Croatia delayed INA's mining projects by unjustifiably refusing to issue easements in permits, also as part of its negotiating strategy with MOL. Fifth, MOL alleged that Croatia's wrongful conduct in the investigation and prosecution of Mr. Hernádi breached Croatia's obligations under the ECT.

and actively participated in the Arbitration.

29. Croatia objected to the jurisdiction of the Tribunal on several grounds, including on grounds relating to the interpretation of the ECT, European Union law, and alleged bribery. Award, ¶¶ 437, 454–56, 499, 503.

30. On December 5, 2013, the Secretary-General of ICSID registered the Request in accordance with Article 36(3) of the ICSID Convention. *Id.*, ¶ 7.

31. On April 14, 2014, the Tribunal was constituted pursuant to ICSID Arbitration Rule 6. The Tribunal comprised Sir Franklin Berman (President), Prof. William W. Park (MOL's appointee), and Prof. Brigitte Stern (Croatia's appointee). *Id.*, ¶ 11.

32. On May 12, 2014, Croatia filed a preliminary objection pursuant to ICSID Arbitration Rule 41(5), which permits summary resolution of claims that are "manifestly without legal merit." The Tribunal rejected Croatia's preliminary objection after two rounds of written submissions and a one-day hearing held on September 11, 2014. *Id.*, ¶¶ 12–24.

33. The Parties exchanged written submissions on the merits and on Croatia's objections to the Tribunal's jurisdiction, after which the Tribunal held an evidentiary hearing on the merits and jurisdiction from February 21 to March 3, 2017. *Id.*, ¶¶ 29–84. Five more days of hearings on the merits and jurisdiction followed from July 24 to 28, 2017. *Id.*, ¶ 127. A third evidentiary hearing on the merits and jurisdiction took place from March 7 to 16, 2018. *Id.*, ¶ 162. Finally, the Parties presented closing arguments at a three-day hearing from July 4 to 6, 2018. *Id.*, ¶ 182.

34. In 2020, the Parties exchanged written submissions regarding certain evidence presented during the 2019 trial of Dr. Sanader and Mr. Hernádi. *Id.*, ¶¶ 285–87. The Parties delivered oral arguments regarding the continued criminal proceedings at a two-day virtual hearing

on January 27 and 28, 2021. *Id.*, ¶ 321. The Tribunal then held a virtual closing hearing on April 14, 2021. *Id.*, ¶ 336.

THE AWARD

35. On July 5, 2022, the Tribunal rendered its final Award. Therein, the Tribunal rejected all of Croatia's jurisdictional defenses and concluded that Croatia had breached its obligations to MOL under Article 10(1) of the ECT. *Id.*, ¶¶ 453, 488, 543, 559, 639.

36. In dismissing Croatia's jurisdictional objection based on bribery, the Tribunal rejected the testimony of Croatia's witness, Ježić, whom it described as the "essential pillar" of the bribery allegation. *Id.*, ¶ 537. "It is thus plain that the corruption allegation stands or falls by Mr Ježić. Without him, the Respondent has no case." *Id.*, ¶ 532. However, the Tribunal observed that Ježić's testimony was not credible and was largely uncorroborated. *See Id.*, ¶ 531. "Under questioning, the Tribunal found him evasive, and formed the impression of a witness who, when confronted with a difficulty, would pluck an explanation out of the air and then flounder when it came to pursuing the answer he had given or trying to reconcile it with his own earlier statements or those of others." *Id.*, ¶ 537.

37. In relation to the merits of MOL's claims, the Tribunal held that Croatia's conduct "constitutes a breach of the twin guarantees of fair and equitable treatment, and non-impairment of management, use, or enjoyment laid down in Article 10(1) of the ECT." *Id.*, ¶ 639. Further, the Tribunal held:

> It is not within the Tribunal's remit to consider the policy reasons behind Croatia's decision itself to diverge from the agreed solution that it would acquire PP. But, from the moment that the different policy was implemented to transfer the [public service gas supply obligation] to HEP, radically restructure the storage regime at Okoli, and impose on INA, through PP, a fresh supply obligation to HEP at regulated prices, it became incumbent on the Respondent and its agencies to devise an arrangement by which PP could, on fair and

> equitable terms, dispose within a reasonable time of the gas it held in storage. It requires no further demonstration that the actual course of events, as described above, fell far short of what was required, and could readily have been foreseen as leading to losses which PP was in practice unable to avoid. That these measures and their probable effect were specifically intended to harm INA is also, in the opinion of the Tribunal, beyond reasonable doubt.

Id., ¶ 639. In sum, "no regard was paid to the consideration that was due to the Claimant as a protected investor under the ECT" (*id.*), and Croatia's conduct constituted a breach of its obligations under Article 10(1) of the ECT.

38. The Tribunal thus awarded MOL the following relief:

a. USD 183.94 million in damages, with interest at a rate of LIBOR plus two percent per annum from 1 April 2014 until the date of the Award;

b. EUR 856,308.69 in costs and fees in connection with Croatia's unsuccessful application under ICSID Arbitration Rule 41(5);[8]

c. USD 265,685.90 in arbitration costs; and

d. Post-award interest on all of the above sums at a rate of LIBOR plus two percent per annum.[9] *Id.*, ¶ 708.

LEGAL FRAMEWORK FOR RELIEF

39. Article 54 of the ICSID Convention requires contracting states to "recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations

[8] As of the date of the Award, the prevailing exchange rate for converting Euros to U.S. Dollars was 1.02. At that exchange rate, the sum of EUR 856,308.69 when converted to USD is 873,434.86. *See* International Monetary Fund, Representative Exchange Rates for Selected Currencies for July 2022, https://www.imf.org/external/np/fin/data/rms_mth.aspx?SelectDate=2022-07-31&reportType=REP.

[9] "For any period of time after LIBOR ceases to be operative, the rate to be applied in its place will be whatever rate is generally considered equivalent to LIBOR in respect of sums due in US dollars." Award, ¶ 708(11).

imposed by that award within its territories as if it were a final judgment of a court in that State." The United States is a Contracting State to the ICSID Convention and is therefore bound to recognize ICSID Convention awards as binding and to enforce the pecuniary obligations imposed by those awards. Pursuant to 22 U.S.C. § 1650a(a), an ICSID Convention award is due "the same full faith and credit as if the award were a final judgment of a court of general jurisdiction of one of the several States."

40. An arbitral award issued against a foreign state under the ICSID Convention may be enforced through a plenary action in federal court. This action must comply with the requirements for commencing a civil action under the Federal Rules of Civil Procedure, and with the personal jurisdiction, service, and venue requirements of the FSIA. *See Mobil Cerro Negro, Ltd. v. Bolivarian Republic of Venezuela*, 863 F.3d 96, 112 (2d Cir. 2017); *see also Micula v. Gov't of Romania*, 104 F. Supp. 3d 42, 49–50 (D.D.C. 2015).

41. Awards issued pursuant to the ICSID Convention are not subject to collateral attack in enforcement proceedings under 22 U.S.C. § 1650a. An application for interpretation, revision, or annulment pursuant to Article 51 or 52 of the ICSID Convention is the sole means of recourse to challenge an award rendered under the Convention. "Member states' courts are . . . not permitted to examine an ICSID award's merits, its compliance with international law, or the ICSID tribunal's jurisdiction to render the award; under the Convention's terms, they may do no more than examine the judgment's authenticity and enforce the obligations imposed by the award." *Mobil Cerro Negro*, 863 F.3d at 102; *see OI European Grp. B.V. v. Bolivarian Republic of Venezuela*, No.16-CV-1533 (ABJ), 2019 WL 2185040, at *4 (D.D.C. May 21, 2019). The ICSID Convention therefore "reflects an expectation that the courts of a member nation will treat the award as final." *Mobil Cerro Negro*, 863 F.3d at 102; *see also id.* at 118 (noting that an "ICSID award-debtor . . .

[is] not . . . permitted to make substantive challenges to the award"); ICSID Convention, arts. 53(1), 54(1).

COUNT I
FOR ENFORCEMENT OF ARBITRATION AWARD UNDER § 1650a

42. Petitioner restates and incorporates the foregoing paragraphs as if set forth fully herein.

43. The United States and Croatia are Contracting States to the ICSID Convention. Article 54 of the Convention provides that "[e]ach Contracting State shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State."

44. Awards issued pursuant to the ICSID Convention are subject to automatic enforcement in the United States under 22 U.S.C. § 1650a(a), which provides that "[a]n award of an arbitral tribunal rendered pursuant to chapter IV of the convention shall create a right arising under a treaty of the United States. The pecuniary obligations imposed by such an award shall be enforced and shall be given the same full faith and credit as if the award were a final judgment of a court of general jurisdiction of one of the several States."

45. No grounds exist for this Court to refuse recognition and enforcement of the Award. ICSID Convention, arts. 53(1), 54(1).

CONCLUSION

46. Accordingly, pursuant to 22 U.S.C. § 1650a and Article 54 of the ICSID Convention, Petitioner is entitled to an Order enforcing the Award and entering judgment in favor of Petitioner and against Croatia in accordance with the relief stated in the Award.

47. Specifically, as set forth above, under the terms of the Award, Petitioner is entitled to damages in the amount of USD 236,634,083.49, plus interest at the rate of USD LIBOR plus

two percent per annum from the date of the Award until the date of payment in full.

PRAYER FOR RELIEF

WHEREFORE, Petitioner MOL respectfully requests that this Court enter an Order:

1. Enforcing the Award pursuant to 22 U.S.C. § 1650a and Article 54 of the ICSID Convention in the same manner as if the Award were a final judgment of this Court;

2. Entering judgment in favor of MOL and against Croatia encompassing:

   a. A declaration that the Republic of Croatia has breached its obligations under Article 10(1) of the Energy Charter Treaty;

   b. An order that the Republic of Croatia pay MOL the sum of USD 236,634,083.49, together with post-Award interest at a rate of USD LIBOR plus two percent per annum, from the date of the Award;

   c. Post-judgment interest at a rate of USD LIBOR plus two percent per annum; and

3. Awarding MOL such other and further relief as the Court may deem to be just and proper, including, as appropriate, the posting of security.

Dated: January 25, 2023

Respectfully submitted,

/s/ Alexandre de Gramont
Alexandre de Gramont
DC Bar No. 430640
Arif Hyder Ali
DC Bar No. 434075
DECHERT LLP
1900 K Street NW
Washington, DC 20006
Tel.: (202) 261-3300
alexandre.degramont@dechert.com
arif.ali@dechert.com

Michael A. Losco*
NY Bar No. 5356505
DECHERT LLP
1095 Avenue of the Americas
New York, NY 10036
Tel.: (212) 698-3500
michael.losco@dechert.com
*Admission *pro hac vice* pending

Counsel for Petitioner MOL Hungarian Oil and Gas Plc