

**Form of a Part [6] to the Schedule
to the ISDA® 2002 Master Agreement
for NBP Transactions and NBP Options**

Part [6]. Provisions Relating to NBP Transactions and NBP Options.

- (a) **Incorporation of NBP Terms.** The Short Term Flat NBP Trading Terms & Conditions (Ref. NBP 1997) (the “NBP Terms”), as amended by this Part [6] of the Schedule, are hereby incorporated by reference in this Agreement. The NBP Terms, as amended hereby, are applicable only to Transactions which are NBP Transactions or NBP Options. Except as otherwise provided in this Part [6], terms defined in the NBP Terms shall have the same meaning when used in this Part [6] and in any Confirmation. “NBP Option” shall mean: (i) an oral or written agreement to enter into an option on an NBP Transaction; and (ii) each transaction identified in the related confirmation to be an NBP Option. Any reference in this Part [6] to a Clause or Clauses is a reference to a clause or clauses in the NBP Terms as amended hereby. In the event of any conflict between the NBP Terms and any other provision of this Agreement, that other provision shall prevail.
- (b) **NBP Transactions and NBP Options.** Any NBP Transaction or NBP Option into which the parties have entered will be governed by this Agreement. Any NBP Transaction or NBP Option into which the parties may enter will be governed by this Agreement in all circumstances except when the parties expressly agree that this Part [6] will not apply. Each such NBP Transaction and NBP Option will be deemed to be a Transaction and the related confirmation or other confirming evidence will be deemed to constitute a Confirmation for purposes of this Agreement.
- (c) **Applicable NBP Terms.**
- (i) Clauses 1, 2, 3, 4, 5¹ and] 6¹ and] 7¹[, 10.3, 10.5, 10.6 and 11]² of the NBP Terms (as amended hereby) shall be applicable to NBP Transactions between the parties. Clauses 8, 9, 10[.1, 10.2 10.4][, 11], 12, 13, 14, 15, 16 and 17 of the NBP Terms shall not be applicable to NBP Transactions between the parties.
- (ii) Unless otherwise agreed between the parties or specified in a Confirmation, the compensation payable in the event of a breach of Clauses 4.1.1, 4.1.2 or 4.1.5 of the NBP Terms in respect of an NBP Transaction, for the purposes of Clause 4.2 and 4.3 of the NBP Terms, shall be in accordance with option A.
- (d) **Additional Provisions for NBP Transactions.** The following additional provisions shall apply:

¹ The parties may wish to consider whether they wish to amend the NBP Terms so as to delete the right to terminate Transactions pursuant to Clause 7.2 of the NBP Terms.

² To be included if Clause 10.5 of the NBP Terms is to be used to value NBP Transactions upon an Early Termination.

- (i) Each of the following shall constitute an additional Event of Default for purposes of this Agreement:
- [(aa) Any material breach of the NBP Terms by a party (which shall be the Defaulting party) (including, without limitation, a persistent failure by the party to make Trade Nominations in respect of one or more NBP Transactions), which is not remedied on or before the next NBP Banking Day after notice from the other party.]³
 - [[[bb]] Any material adverse change in the financial standing of a party when compared to such party's financial standing as at the date of an NBP Transaction which change affects its ability to perform its financial obligations in respect of such NBP Transaction, and such party fails to provide reasonable security for the performance of its financial obligations in respect of all Transactions within two NBP Banking Days of the other party's request therefor.]⁴
- [[[ii]] Each of the following shall constitute an Additional Termination Event for the purposes of Section 5(b)(v) and shall not be Events of Default:
- [(aa) Any material breach of the NBP Terms by a party (including, without limitation, a persistent failure by a party (which shall be the Affected Party) to make Trade Nominations in respect of one or more NBP Transactions), which is not remedied on or before the next NBP Banking Day after notice from the Non-defaulting Party.]⁵
 - [[[bb]] A representation made by a party (which shall be the Affected Party) in respect of one or more NBP Transactions (which shall be the Affected Transactions) pursuant to Clause 3 of the NBP Terms proves to have been incorrect or misleading in any material respect when made.]⁶
- [[[iii]] Failure by a party to make, when due, any delivery (including, without limitation, by nomination or notification) under Section 2(a)(i) or 9(h)(i)(2) or (4) of this Agreement required to be made by it in relation to any NBP Transaction shall not constitute an Event of Default under Section 5(a)(i).

³ The Parties may wish to treat material breach as a Termination Event rather than an Event of Default, in which case they should include this as an Additional Termination Event rather than an additional Event of Default.

⁴ This provision is consistent with the NBP Terms but parties may choose to omit it as such a provision may already be applicable to the ISDA Master Agreement as a whole or the parties may find it inappropriate in the context of a master agreement with broader coverage.

⁵ Include this provision if, as noted in footnote 3 above, the parties wish to treat material breach as a Termination Event rather than an Event of Default.

⁶ Included if, the breach of NBP representations is to be a Termination Event rather than an Event of Default - see also footnote 9.

- (iv)] Failure by a party to accept, deliver, nominate or notify in relation to an NBP Transaction shall not constitute an Event of Default under Section 5(a)(ii).
 - [(v)] The termination of an NBP Transaction pursuant to Clause 7.2 of the NBP Terms shall be deemed to be the termination of that NBP Transaction pursuant to a Termination Event in respect of which both parties are Affected Parties.]⁷⁸
 - [(vi)] For the avoidance of doubt, each representation made by a party in respect of an NBP Transaction pursuant to Clause 3 of the NBP Terms is a representation for purposes of this Agreement.]⁹
 - (vii)] Notwithstanding any designations made in Part 4 of the Schedule, the NBP Terms will be governed by, and construed and enforced in accordance with English law.
- (e) **Close-Out of NBP Transactions.** For purposes of this Agreement, the Close-out Amount in relation to each Terminated Transaction that is an NBP Transaction shall be determined in accordance with Clause 10.5 of the NBP Terms. For this purpose references in Clause 10.5 to the non-defaulting party shall be read as references to the party making the determination and Clause 10.5 is hereby amended by:
- (i) adding “in respect of each Transaction” after “Payment” in the first line and deleting the parenthetical “(if any)” in such line; and
 - (ii) adding a new Clause 10.5(d) thereto, as follows:

“(d) If the Early Termination Payment for a Transaction is a positive number, it shall be a loss of the non-defaulting Party. If the Early Termination Payment for a Transaction is a negative number, the absolute value thereof shall be a gain of the non-defaulting Party.”

The parties also agree that Clause 10.3 of NBP terms is be deleted and replaced with the following:

“The termination of Transactions, however occurring, shall not affect any rights or obligations that may have accrued to either party prior to such termination and, without limitation to the foregoing, any amounts that would be payable (but for such termination) in respect of the performance or non-performance of any NBP Trades pursuant to such terminated Transactions relating to any day falling on or prior to such termination shall become

⁷ Include if Force Majeure Events are to be treated as Termination Events triggering a Termination Payment. If the parties wish, instead, for the consequences of Force Majeure in respect of an NBP Transaction to be in accordance with the standard NBP Terms, they should include the following provision:

"[(v)] For the avoidance of doubt, the termination of an NBP Transaction pursuant to Clause 7.2 of the NBP Terms shall not be deemed to be the termination of that NBP Transaction pursuant to a Termination Event or an Event of Default."

⁸ The parties may wish to consider the fact that the ISDA 2002 Master Agreement contains force majeure provisions and whether these are consistent with the NBP terms.

⁹ Include this provision if the breach of these representations is to be an Event of Default- see also footnote 6.

immediately due and payable upon the date of such termination whether or not such amounts are included in a Monthly Statement.”]¹⁰

([f]) **Amendments to NBP Terms.** The following amendments are made to the NBP Terms:

- (i) Clause 1 of the NBP Terms is amended:
 - (aa) by deleting the definitions of the terms “Affiliate”, “Confirmation”, and “LIBOR”;
 - (bb) by deleting the definition of the term “Party” and inserting the following new definition:

“**Party**” shall mean one or the other of the parties to this Agreement;”.
- (ii) All Clauses of the NBP Terms:
 - (aa) in which the term “Banking Day” is defined or appears are amended to substitute the term “NBP Banking Day” for the term “Banking Day” each place that the latter term appears; and
 - (bb) in which the term “Transaction” is defined or appears are amended to substitute the term “NBP Transaction” for the term “Transaction” each place that the latter term appears.
- (iii) Clause 5.2 of the NBP Terms is amended by inserting after “VAT” the words “and climate change levy or other similar environmental tax, duty or levy, if any, due”.
- (iv) Clause 6 of the NBP Terms is amended as follows:
 - (aa) Clause 6.2 is amended by adding the words "and subject to Section 2(c) of the Agreement" after the words “the Monthly Statement” in the third line;
 - (bb) Clause 6.5 is amended by deleting the words “shown in the Monthly Statement” in the first line¹¹;
 - (cc) Clause 6.6.3 is amended by deleting the words “the Transaction” and replacing such words with “all NBP Transactions”;
 - (dd) Clauses 6.6.1, 6.6.2 and 6.7 are deleted.
- (v) Clause 10.3 of NBP Terms is to be deleted and replaced with the following:

“The termination of Transactions, however occurring, shall not affect any rights or obligations that may have accrued to either party prior to such termination and, without limitation to the foregoing, any amounts that would be payable (but for such termination are not then due) in respect of the

¹⁰ To be included if the parties intend to use the close-out mechanics of Clause 10 of the NBP Terms.

¹¹ The parties may consider deleting Clause 6.5 in its entirety.

performance or non-performance of any NBP Trades pursuant to such terminated Transactions on or prior to such termination shall become immediately due and payable upon the date of such termination whether or not such amounts are included in a Monthly Statement.”¹²

([g]) Additional Provisions for NBP Options. The following definitions, terms and conditions shall apply to each NBP Option:

(i) Definitions:

“Call” means an NBP Option entitling, but not obligating, the Option Buyer upon exercise to enter into an NBP Transaction as the Buyer.

“Exercise Period” means:

For European style NBP Options, in respect of each Supply Period, at any time between 0900 hours London Time and the Expiration Time solely on the Expiration Date.

For American style NBP Options, in respect of each Supply Period, at any time between 0900 – 1700 hours London Time on any Banking Day prior to the Expiration Time on the Expiration Date(s).

For Daily Expiring NBP Options, in respect of each Day at any time between 0900 hours London Time and the Expiry Time on the applicable Expiration Date.

“Expiration Date” means the date on which an NBP Option expires as agreed between the parties at the time the NBP Option is entered into, provided that in respect of a Daily Expiring style NBP Option, Expiration Date means the NBP Banking Day preceding the Day (in the Term of the relevant Daily Expiring style NBP Option) to which the Daily Expiring style NBP Option relates.

“Option Buyer” means the person identified as such by the Parties at the time of entering into an NBP Option.

“Option Seller” means the person identified as such by the Parties at the time of entering into an NBP Option.

“Put” means an NBP Option Transaction entitling, but not obligating, the Option Buyer upon exercise to enter into an NBP Transaction as the Seller.

“Premium” means the price to be paid by the Option Buyer for an NBP Option but exclusive of VAT and other applicable taxes and expressed in pence/Therm, as agreed between the Parties at the time of entering into an NBP Option.

“Premium Payment Date” means in respect of an NBP Option, the day which falls [] NBP Banking Days after the Trade Date or such other day as the Parties may expressly agree at the time of entering into the NBP Option.

“Reference Price”, save where otherwise specified in the NBP Option Confirmation, means:

¹² Delete if optional paragraph (e) above is included.

In respect of each Supply Period, the arithmetic average of the Argus Price, Heren Price and the IPE Price quoted in respect of the Expiration Date; where:

“Argus Price” shall be the mean of the high and low prices for that Supply Period under the heading “Over the counter: NBP and North Sea Terminals p/th (subheading ‘NBP’)” as reported for the Expiration Date in “Petroleum Argus European Natural Gas” published by Petroleum Argus Ltd.

“Heren Price” shall be the mean of the high and low prices for that Supply Period under the heading “ESGM Price Assessment (subheading ‘NBP’)” as reported for the Expiration Date in “The Heren Report European Spot Gas Markets”.

“IPE Price” shall mean closing settlement price for the Expiration Date on the International Petroleum Exchange for the IPE Natural Gas Futures Contract for that Supply Period.

“Strike Price” means the price agreed between the Parties as the strike price at the time of entering into the NBP Option (being also the Contract Price at which the Option Buyer may exercise its option under that NBP Option to buy or sell pursuant to an NBP Transaction).

(ii) Confirmation

Each Confirmation of an NBP Option shall be in substantially the form of a Confirmation (as set forth in Part II of Annex 1 to this Agreement (an “NBP Option Confirmation”). The terms and conditions provided for in the NBP Option Confirmation shall apply to that NBP Option.

(iii) Exercise Provisions

Unless provided otherwise in the NBP Option Confirmation, an NBP Option shall be exercised in its Exercise Period by the Option Buyer by so advising the Seller of its intention to do so. If the Buyer fails to exercise this option by the Expiration Time on the Expiration Date, this option shall expire and no payment or delivery shall be due thereunder (except that any outstanding Total Premium shall remain payable by the Option Buyer to the Option Seller).

(iv) Automatic Exercise

Unless the parties otherwise agree at the time of agreeing an NBP Option, unless the Option Seller is otherwise instructed by the Option Buyer at or prior to the Expiration Time of that NBP Option, that NBP Option shall be deemed to have been exercised at the Expiration Time where the In-the-Money Amount payable to the Buyer equals or exceeds the product of (A) 10 per cent (or such other percentage as may have been agreed by the parties) of the Strike Price and (B) the Daily Quantity for that Day or Supply Period as the case may be.

For the purposes of hereof “In-the-Money Amount” means:

- i) in the case of a call option, the amount, if any, by which (x) the product of the Total Quantity times the Reference Price exceeds (y) the product of the Total Quantity times the Strike Price; and

ii) in the case of a put option, the amount, if any, by which (x) the product of the Total Quantity times the Strike Price exceeds (y) the product of the Total Quantity times the Reference Price.

(v) Premium and VAT:

The Premium payer shall pay the Total Premium specified in the NBP Option Confirmation to the Premium payee on the Premium Payment Date. The Total Premium payable shall be exclusive of VAT and the Premium payer shall pay any VAT due in relation to the Total Premium on the Premium Payment Date against appropriate tax invoice(s) from the Premium payee.

(vi) Settlement Provisions:

In respect of each Day or Supply Period, as the case may be, in relation to which an NBP Option is exercised, upon the Buyer exercising that NBP Option it shall cease to be outstanding (but without prejudice to any claim that the Option Seller may have in respect of any unpaid Total Premium or other amount relating to such NBP Option) in respect of that Day or Supply Period, as the case may be, and a binding NBP Transaction shall automatically and immediately arise between the Seller and the Buyer (without any further action by the parties) to undertake one or more NBP Trades for the period, Total Quantity, Daily Quantity and Strike Price (being the Contract Price) set out above for Day or Supply Period, as the case may be, in accordance with the terms of the NBP Transaction Confirmation attached to the NBP Option Confirmation for that NBP Option. The terms of such NBP Transaction Confirmation shall be consistent with the terms set out in the NBP Option Confirmation and shall be subject to the Agreement.

[(vii) Late Payment:

If the Total Premium payable in respect of an NBP Option is not received on or before the Premium Payment Date for that NBP Option, the Seller may elect: (i) to accept a late payment of such Total Premium; (ii) to give written notice of such non-payment and, if such payment shall not be received within three (3) NBP Banking Days of such notice the Buyer shall be in default under that NBP Option and the Seller may treat that NBP Option as void; or (iii) to give written notice of such non-payment and, if such payment shall not be received within three (3) NBP Banking Days of such notice, treat such non-payment as a breach under Section 5(a)(i) of the Agreement entitling the Seller to terminate all Transactions. If the Seller elects to act under either (i), or (ii) of the preceding sentence, the Buyer shall pay all out-of-pocket costs and actual damages incurred in connection with such unpaid or late Premium or void NBP Option, including, without limitation, interest on such Total Premium from and including the relevant Premium Payment Date to but excluding the late payment date at the Default Rate together with, in either case, any other losses, costs or expenses incurred by the Seller in covering its obligations in connection with such NBP Option for the loss of its bargain, its actual cost of funding, or the loss incurred as a result of terminating, liquidating, obtaining or re-establishing a hedge or related trading position with respect to such NBP Option.]¹³

¹³ The Parties may consider this provision to create flexibility in the treatment of the late payment of premium.

([h]) **Payment Instructions.** All payments to be made hereunder in respect of NBP Transactions and NBP Options shall be made in accordance with the standing payment instructions provided by the parties (or as otherwise specified in a Confirmation).

**Form of a Part [7] to the Schedule
to the 2002 ISDA Master Agreement
for ZBT Transactions and ZBT Options**

Part [7]. Provisions Relating to ZBT Transactions and ZBT Options.

- (a) **Incorporation of ZBT Terms.** The Zeebrugge Natural Gas Trading Terms and Conditions (Ref. ZBT 2001) (the “ZBT Terms”), as amended by this Part [7] of the Schedule, are hereby incorporated by reference in this Agreement. The ZBT Terms, as amended hereby, are applicable only to Transactions which are ZBT Transactions or ZBT Options. Except as otherwise provided in this Part [7], terms defined in the ZBT Terms shall have the same meaning when used in this Part [7] and in any Confirmation. “ZBT Option” shall mean: (i) an oral or written agreement to enter into an option on a ZBT Transaction; and (ii) each transaction identified in the related confirmation to be a ZBT Option.. Any reference in this Part [7] to a Clause or Clauses is a reference to a clause or clauses in the ZBT Terms as amended hereby. In the event of any conflict between the ZBT Terms and any other provision of this Agreement, that other provision shall prevail.
- (b) **ZBT Transactions and ZBT Options.** Any ZBT Transaction or ZBT Option into which the parties have entered will be governed by this Agreement. Any ZBT Transaction or ZBT Option into which the parties may enter will be governed by this Agreement in all circumstances except when the parties expressly agree that this Part [7] will not apply. Each such ZBT Transaction and ZBT Option will be deemed to be a Transaction and the related confirmation or other confirming evidence will be deemed to constitute a Confirmation for purposes of this Agreement.
- (c) **Applicable ZBT Terms.** Clauses 1, 2, 3¹, 4, 5, 6, 7, 8, 9, 10², 13.3[, 13.5³, 14] and 20 of the ZBT Terms (as amended hereby) shall be applicable to ZBT Transactions between the parties. Clauses 11, 12, 13 (other than 13.3[and 13.5]), [14,] 15, 16, 17, 18, 19, 21⁴ and 22 of the ZBT Terms shall not be applicable to ZBT Transactions between the parties.
- (d) **Additional Provisions for ZBT Transactions.** The following additional provisions shall apply:
- (i) Each of the following shall constitute an additional Event of Default for purposes of this Master Agreement:
- [(aa) Any material breach of the ZBT Terms by a party (including, without limitation, a persistent failure by a party to make Trade Nominations in respect of one or more ZBT Transactions), which is not remedied

¹ It may not be possible to give the warranty to title demanded by this Clause 3 under Belgian law. Parties should satisfy themselves on this point.

² The Parties may wish to consider whether they wish to amend the ZBT Terms so as to delete the right to terminate ZBT Transactions pursuant to Clause 10.3 of the ZBT Terms.

³ To be included if the Clause 13.5 of the ZBT Term is to be used to value ZBT Transactions upon an Early Termination.

⁴ If the Parties wish the ZBT Terms to be construed in accordance with Belgian law, Clause 21 should be made applicable to the Agreement.

on or before the next Working Day after notice from the non-defaulting party.]⁵

[[bb)] Any material adverse change in the financial standing of a party when compared to such party's financial standing as at the date of a ZBT Transaction which change affects its ability to perform its financial obligations in respect of such ZBT Transaction, and such party fails to provide reasonable security for the performance of its financial obligations in respect of all Transactions within two Working Days of the other party's request therefor.]⁶

[[ii)] Each of the following shall constitute an Additional Termination Event for the purposes of Section 5(b)(v) and shall not be Events of Default:

[(aa) Any material breach of the ZBT Terms by a party (including, without limitation, a persistent failure by a party (which shall be the Affected Party) to make Trade Nominations in respect of one or more ZBT Transactions), which is not remedied on or before the next ZBT Banking Day after notice from the non-defaulting party.]⁷

[[bb)] A representation made by a party (which shall be the Affected Party) in respect of one or more ZBT Transactions (which shall be the Affected Transactions) pursuant to Clause 6 of the ZBT Terms proves to have been incorrect or misleading in any material respect when made.]⁸

[(iii)] Failure by a party to make, when due, any delivery (including, without limitation, by nomination or notification) under Section 2(a)(i) or 9(h)(i)(2) or (4) of this Agreement required to be made by it in relation to any ZBT Transaction shall not constitute an Event of Default under Section 5(a)(i).

[(iv)] Failure by a party to accept, deliver, nominate or notify in relation to an ZBT Transaction shall not constitute an Event of Default under Section 5(a)(ii).

[[v)] The termination of a ZBT Transaction pursuant to Clause 10.3 of the ZBT terms shall be deemed to be the termination of that ZBT Transaction pursuant to a Termination Event in respect of which the parties claiming Force Majeure under the ZBT terms shall be the Affected Party.]⁹¹⁰

⁵ The Parties may wish to treat material breach as a Termination Event rather than an Event of Default, in which case they should include this as an Additional Termination Event rather than an additional Event of Default.

⁶ This provision is consistent with the ZBT Terms but parties may choose to omit it as such a provision may already be applicable to the ISDA Master Agreement as a whole or the parties may find it inappropriate in the context of a master agreement with broader coverage.

⁷ Include this provision if, as noted in footnote 5 above, the parties wish to treat material breach as a Termination Event rather than an Event of Default.

⁸ Included if, the breach of ZBT representations is to be a Termination Event rather than an Event of Default - see also footnote 7.

⁹ Include if Force Majeure Events are to be treated as Termination Events triggering a Termination Payment. If the parties wish, instead, for the consequences of Force Majeure in respect of an ZBT Transaction to be in accordance with the standard ZBT Terms, they should include the following provision:

[[vi)] For the avoidance of doubt, each representation made by a party pursuant to Clause 6 of the ZBT Terms is a representation for purposes of this Master Agreement.]¹¹

[(e) **Close-Out of ZBT Transactions.** For purposes of this Agreement, the Close-out Amount for each Terminated Transaction that is a ZBT Transaction shall be determined in accordance with Clause 13.5 of the ZBT Terms. For this purpose references in Clause 13.5 to the non-defaulting Party shall be read as references to the party making the determination and Clause 13.5 is hereby amended by:

- (i) adding “in respect of each Transaction” after “Payment” in the first line; and
- (ii) adding a new Clause 13.5(e) thereto, as follows:

“(e) If the Early Termination Payment for a Transaction is a positive number, it shall be a loss of the non-defaulting Party. If the Early Termination Payment for a Transaction is a negative number, the absolute value thereof shall be a gain of the non-defaulting Party.”

The parties also agree that Clause 13.3 of ZBT terms is be deleted and replaced with the following:

“The termination of Transactions, however occurring, shall not affect any rights or obligations that may have accrued to either party prior to such termination and, without limitation to the foregoing, any amounts that would be payable (but for such termination) in respect of the performance or non-performance under such terminated Transactions relating to any Day falling on or prior to such termination shall become immediately due and payable upon the date of such termination whether or not such amounts are included in a Monthly Statement.”¹²

[(f) **Amendments to ZBT Terms.** The following amendments are made to the ZBT Terms:

- (i) Clause 1 of the ZBT Terms is amended:
 - (aa) by deleting the definition of the term “Confirmation”; and
 - (bb) by deleting the definition of the term “Party” and inserting the following new definition:

“**Party**” shall mean one or the other of the parties to this Agreement;”.

"[(v)] For the avoidance of doubt, the termination of a ZBT Transaction pursuant to Clause 10.3 of the ZBT Terms shall not be deemed to be the termination of that ZBT Transaction pursuant to a Termination Event or an Event of Default."

¹⁰ The parties may wish to consider the fact that the ISDA 2002 Master Agreement contains force majeure provisions and whether these are consistent with the ZBT terms.

¹¹ Include this provision if the breach of these representations is to be an Event of Default.

¹² To be included if the parties intend to use the close-out mechanics of Clause 13 of the ZBT Terms.

- (ii) All Clauses of the ZBT Terms in which the term “Transaction” is defined or appears are amended to substitute the term “ZBT Transaction” for the term “Transaction” each place that the latter term appears.
- (iii) Clause 8.2 of the ZBT Terms is amended by inserting after “VAT” the words “and climate change levy or other similar environmental tax, duty or levy, if any, due”.
- (iv) Clause 9 of the ZBT Terms is amended as follows:
 - (aa) Clause 9.3 is amended by replacing “the Monthly Statement” with “Section 2(c) of the Agreement” in the fifth line.
 - (bb) Clause 9.5 is amended by deleting “shown in the Monthly Statement” in the first line.
 - (cc) Clause 9.6.3 is amended by deleting the words “the Transaction” and replacing such words with “all ZBT Transactions”.
 - (dd) Clause 9.6.4 is amended by deleting the words “Clause 9.6.1 and replacing such words with “Section 9(h) of the Master Agreement”.
 - (ee) Clauses 9.6.1 and 9.6.2 and 9.7 are deleted.
- [(v) Clause 13.3 of the ZBT Terms is be deleted and replaced with the following:

“The termination of Transactions, however occurring, shall not affect any rights or obligations that may have accrued to either party prior to such termination and, without limitation to the foregoing, any amounts that would be payable (but for such termination are not then due) in respect of the performance or non-performance under such terminated Transactions on or prior to such termination of shall become immediately due and payable upon the date of such termination whether or not such amounts are included in a Monthly Statement.”¹³

[(g) Additional Provisions for ZBT Options. The following definitions, terms and conditions shall apply to each ZBT Option:

- (i) Definitions:

“Call” means a ZBT Option entitling, but not obligating, the Option Buyer upon exercise to enter into a ZBT Transaction as the Buyer;

“Exercise Period” means:

For European style ZBT Options, in respect of each Supply Period, at any time between 0900 hours London Time and the Expiration Time solely on the Expiration Date.

For American style ZBT Options, in respect of each Supply Period, at any time between 0900 – 1700 hours London Time on any Banking Day prior to the Expiration Time on the Expiration Date(s).

¹³ Delete if optional paragraph (e) above is included.

For Daily Expiring ZBT Options, in respect of each Day at any time between 0900 hours London Time and the Expiry Time on the applicable Expiration Date.

“Expiration Date” means the date on which a ZBT Option expires as agreed between the Parties at the time the ZBT Option is entered into, provided that in respect of a Daily Expiring style ZBT Option, Expiration Date means the ZBT Banking Day preceding the Day (in the Term of the relevant Daily Expiring style ZBT Option) to which the Daily Expiring style ZBT Option relates.

“Option Buyer” means the person identified as such by the Parties at the time of entering into a ZBT Option;

“Option Seller” means the person identified as such by the Parties at the time of entering into a ZBT Option;

“Put” means a ZBT Option Transaction entitling, but not obligating, the Option Buyer upon exercise to enter into a ZBT Transaction as the Seller

“Premium” means the price to be paid by the Option Buyer for a ZBT Option exclusive of VAT and other applicable taxes and expressed in pence/Therm, as agreed between the Parties at the time of entering into a ZBT Option;

“Premium Payment Date” means in respect of a ZBT Option, the day which falls [] ZBT Banking Days after the Trade Date or such other day as the Parties may expressly agree at the time of entering into the ZBT Option;

“Reference Price”, save where otherwise specified in the ZBT Option Confirmation, means:

[]

“Strike Price” means the price agreed between the Parties as the strike price at the time of entering into the ZBT Option (being also the Contract Price at which the Option Buyer may exercise its option under that ZBT Option to buy or sell pursuant to a ZBT Transaction);

(ii) Confirmation

Each Confirmation of a ZBT Option shall be in substantially the form of a Confirmation (as set forth in Part II of Annex 1 to this Agreement (a “ZBT Option Confirmation”). The terms and conditions provided for in the ZBT Option Confirmation shall apply to that ZBT Option.

(iii) Exercise Provisions

Unless provided otherwise in the ZBT Option Confirmation, a ZBT Option shall be exercised in its Exercise Period by the Option Buyer by so advising the Seller of its intention to do so. If the Buyer fails to exercise this option by the Expiration Time on the Expiration Date, this option shall expire and no payment or delivery shall be due thereunder (except that any outstanding Total Premium shall remain payable by the Option Buyer to the Option Seller).;

(iv) Automatic Exercise

Unless the Parties otherwise agree at the time of agree a ZBT Option, unless the Option Seller is otherwise instructed by the Option Buyer at or prior to the Expiration Time of that ZBT Option, that ZBT Option shall be deemed to have been exercised at the Expiration Time where the In-the-Money Amount payable to the Buyer equals or exceeds the product of (A) 10 per cent (or such other percentage as may have been agreed by the parties) of the Strike Price and (B) the Daily Quantity for that Day or Supply Period as the case may be].

For the purposes of hereof “In-the-Money Amount” means:

- i) in the case of a call option, the amount, if any, by which (x) the product of the Total Quantity times the Reference Price exceeds (y) the product of the Total Quantity times the Strike Price; and
- ii) in the case of a put option, the amount, if any, by which (x) the product of the Total Quantity times the Strike Price exceeds (y) the product of the Total Quantity times the Reference Price.]

(v) Premium and VAT:

The Premium payer shall pay the Total Premium specified in the ZBT Option Confirmation to the Premium payee on the Premium Payment Date. The Total Premium payable shall be exclusive of VAT and the Premium payer shall pay any VAT due in relation to the Total Premium on the Premium Payment Date against appropriate tax invoice(s) from Premium payee.

(vi) Settlement Provisions:

In respect of each Day or Supply Period, as the case may be, in relation to which a ZBT Option is exercised, upon the Buyer exercising that ZBT Option it shall cease to be outstanding (but without prejudice to any claim that the Option Seller may have in respect of any unpaid Total Premium or other amount relating to such ZBT Option) in respect of that Day or Supply Period, as the case may be, and a binding ZBT Transaction shall automatically and immediately arise between the Seller and the Buyer (without any further action by the Parties) to undertake one or more ZBT Trades for the period, Total Quantity, Daily Quantity and Strike Price (being the Contract Price) set out above for Day or Supply Period, as the case may be, in accordance with the terms of the ZBT Transaction Confirmation attached to the ZBT Option Confirmation for that ZBT Option. The terms of such ZBT Transaction Confirmation shall be consistent with the terms set out in the ZBT Option Confirmation and shall be subject to this Master Agreement.

[(vii) Late Payment:

If the Total Premium payable in respect of a ZBT Option is not received on or before the Premium Payment Date for that ZBT Option, the Seller may elect: (i) to accept a late payment of such Total Premium; (ii) to give written notice of such non-payment and, if such payment shall not be received within three (3) London Business Days of such notice the Buyer shall be in default under that ZBT Option and the Seller may treat that ZBT Option as void; or (iii) to give written notice of such non-payment and, if such payment shall not be received within three (3) London Business Days of such notice, treat such non-payment as a breach under Section 5(a)(i) of this Master Agreement entitling the Seller to terminate all

Transactions. If the Seller elects to act under either (i), or (ii) of the preceding sentence, the Buyer shall pay all out-of-pocket costs and actual damages incurred in connection with such unpaid or late Premium or void ZBT Option, including, without limitation, interest on such Total Premium from and including the relevant Premium Payment Date to but excluding the late payment date at the Default Rate together with, in either case, any other losses, costs or expenses incurred by the Seller in covering its obligations in connection with such ZBT Option for the loss of its bargain, its actual cost of funding, or the loss incurred as a result of terminating, liquidating, obtaining or re-establishing a hedge or related trading position with respect to such ZBT Option.

“London Business Day” means a day on which commercial banks and foreign exchange markets settle payments in Sterling in London.]¹⁴

- ([h]) **Payment Instructions.** All payments to be made hereunder in respect of ZBT Transactions and ZBT Options shall be made in accordance with the standing payment instructions provided by the parties (or as otherwise specified in a Confirmation).

¹⁴ The Parties may consider this provision to create flexibility in the treatment of the late payment of premium.

**ANNEX 1 TO THE
ISDA 2002 MASTER AGREEMENT
DATED AS OF _____
BETWEEN [PARTY A] AND [PARTY B]**

PART I - FORM OF CONFIRMATION OF NBP TRANSACTION:

This is to confirm the terms and conditions of the NBP Transaction entered into between Party A and Party B on the Trade Date specified below (the "Transaction"). This constitutes a "Confirmation" as referred to in the ISDA 2002 Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA 2002 Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The SELLER and the BUYER named below hereby agree that this Confirmation confirms the details of an agreement to undertake NBP Trades in accordance with the Short Term Flat NBP Trading Terms and Conditions Ref. NBP 1997 (as amended by, and only to the extent specified in, the Agreement) and C6 of the Network Code.

REFERENCE NUMBER:

TRADE DATE:

SELLER :

(including AT LINK Reference) [To be advised]

BUYER:

(including AT LINK Reference) [Please advise]

SUPPLY PERIOD:

DAILY QUANTITY:

TOTAL QUANTITY

TOTAL FOR
SUPPLY PERIOD

CONTRACT PRICE:

COMPENSATION FOR BREACH

WITHIN CLAUSES 4.2 OR 4.3: SMP IN ACCORDANCE WITH OPTION A

SPECIAL CONDITIONS:

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this NBP Transaction (contract Reference number: _____) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of Commodity operations at:

For the sake of good order, please note that the terms of this NBP Transaction shall be agreed solely between the parties and that any brokers confirmation telex referencing the details of this NBP Transaction is for informational purposes only.

Regards,

[Party A] [Party B]

By: _____

Name:

Title:

[Party A] [Party B]

Agreed:

Signed on behalf of [Party A] [Party B]

By: _____

Name:

Title:

PART II – FORM OF CONFIRMATION OF NBP OPTION:

To: [Party A][Party B]
Attention: []

CC: []
Attention: []

CC:
Attention: []

From: [Party A][Party B]

This is to confirm the terms and conditions of the NBP Option entered into between Party A and Party B on the Trade Date specified below (the “Transaction”). This constitutes a “Confirmation” as referred to in the ISDA 2002 Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA 2002 Master Agreement dated as of [date], as amended and supplemented from time to time (the “Agreement”), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

All terms that are defined in the Short Term Flat NBP Trading Terms and Conditions Ref. NBP 1997 (the “NBP Terms”), as amended by the Agreement shall have the same meanings herein as are ascribed to them in the NBP Terms, as so amended.

Reference number: [_____]

Trade date: [, 200_]

Buyer:

Seller:

Commodity: NBP Trades.

Option type: [Call][Put]

Option style: [European][American][Daily Expiring]

Settlement: Physical
(see Settlement Provisions as set out in the Agreement))

Automatic Exercise: [Not to apply]

Supply Period:

[For a daily option:

Any Day in respect of which this option is exercised from the Start Day to the End Day (inclusive)

Start Day:

End Day:]

[For an American/European option:

Each period specified below:

Expiration Date	Start Day	End Day	Supply Period	Quantity (Therms)
[]]

Expiration Date:

[For a daily expiring option: For any Day, the Banking Day immediately preceding that Day]

[For an American/European option: For each Supply Period, the Expiration Date specified above]

Expiration Time: In respect of each [Day][Supply Period], [12][17]:00 hrs. London Time on the Expiration Date

Daily Quantity: _____ Therms

Total Quantity: _____ Therms

Strike Price: GBP _____ per Therm

Premium: GBP _____ per Therm

Total Premium: GBP _____

Premium Payment Date:

Due to:

Reference Price: [_____ .]

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this Transaction (contract Reference number: _____) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of Commodity operations at:

For the sake of good order, please note that the terms of this Transaction shall be agreed solely between the parties and that any brokers confirmation telex referencing the details of this Transaction is for informational purposes only.

[We are pleased to have been able to conclude this transaction with [Party A] [Party B].]

Regards,

[Party A][Party B]

Agreed:

Signed on behalf of [Party A] [Party B]

By: _____

Name:

Title:

Form of NBP Transaction Confirmation to be attached to Confirmation of NBP Option and to be issued upon exercise of such NBP Option:

This is to confirm the terms and conditions of the NBP Transaction entered into between Party A and Party B on the Trade Date specified below (the "Transaction"). This constitutes a "Confirmation" as referred to in the ISDA 2002 Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA 2002 Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The SELLER and the BUYER named below hereby agree that this Confirmation confirms the details of an agreement to undertake NBP Trades in accordance with the Short Term Flat NBP Trading Terms and Conditions Ref. NBP 1997 (as amended by, and only to the extent specified in, the Agreement) and C6 of the Network Code.

REFERENCE NUMBER:

TRADE DATE:

SELLER :

(including AT LINK Reference) [To be advised]

BUYER:

(including AT LINK Reference) [Please advise]

SUPPLY PERIOD:

DAILY QUANTITY:

TOTAL QUANTITY

TOTAL FOR
SUPPLY PERIOD

CONTRACT PRICE:

COMPENSATION FOR BREACH

WITHIN CLAUSES 4.2 OR 4.3: SMP IN ACCORDANCE WITH OPTION A

[CREDIT:]

SPECIAL CONDITIONS:

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this NBP Transaction (contract Reference number: _____) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of Commodity operations at:

For the sake of good order, please note that the terms of this NBP Transaction shall be agreed solely between the parties and that any brokers confirmation telex referencing the details of this NBP Transaction is for informational purposes only.

[We are pleased to have been able to conclude this transaction with [Party A] [Party B].]

Regards,

[Party A][Party B]

Agreed:

Signed on behalf of [Party A] [Party B]

By: _____

Name:

Title:

**ANNEX 2 TO THE
2002 ISDA MASTER AGREEMENT
DATED AS OF _____
BETWEEN [PARTY A] AND [PARTY B]**

PART I - FORM OF CONFIRMATION OF ZBT TRANSACTION:

This is to confirm the terms and conditions of the ZBT Transaction entered into between Party A and Party B on the Trade Date specified below (the "Transaction"). This constitutes a "Confirmation" as referred to in the ISDA 2002 Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA 2002 Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The SELLER and the BUYER named below hereby agree that this Confirmation confirms the details of a ZBT Transaction in accordance with the Zeebrugge Natural Gas Trading Terms and Conditions (Ref. ZBT 2001) (as amended by, and only to the extent specified in, the Agreement) and the Hub Services Agreement (Ref. HSA 2001).

REFERENCE NUMBER:

TRADE DATE:

SELLER :

(including Hub Code) [To be advised]

BUYER:

(including Hub Code) [Please advise]

SUPPLY PERIOD:

HOURLY QUANTITY: GJ/Hour

DAILY QUANTITY: GJ/Day

TOTAL QUANTITY	TOTAL FOR SUPPLY PERIOD
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CONTRACT PRICE: EUR/GJ

SPECIAL CONDITIONS:

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this ZBT Transaction (contract Reference number: _____) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of Commodity operations at:

For the sake of good order, please note that the terms of this ZBT Transaction shall be agreed solely between the parties and that any brokers confirmation telex referencing the details of this ZBT Transaction is for informational purposes only.

Regards,

[Party A][Party B]

By: _____

Name:

Title:

[Party A][Party B]

Agreed:

Signed on behalf of [Party A][Party B]

By: _____

Name:

Title:

PART II – FORM OF CONFIRMATION OF ZBT OPTION:

To: [Party A][Party B]
Attention: []

CC: []
Attention: []

CC: Party A
Attention: []
From: [Party A][Party B]

[Party A has requested we send the following for and on their behalf:] If Party A confirming

This is to confirm the terms and conditions of the ZBT Option entered into between Party A & Company and Party B on the Trade Date specified below (the “Transaction”). This constitutes a “Confirmation” as referred to in the ISDA 2002 Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA 2002 Master Agreement dated as of [date], as amended and supplemented from time to time (the “Agreement”), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

All terms that are defined in the Zeebrugge Natural Gas Trading Terms and Conditions (Ref. ZBT 2001) (the “ZBT Terms”), as amended by the Agreement, shall have the same meanings herein as are ascribed to them in the ZBT Terms, as so amended.

Reference number: [_____]

Trade date: [, 200_]

Buyer:

Seller:

Commodity: Natural Gas

Option type: [Call][Put]

Option style: [European][American][Daily Expiring]

Settlement: Physical
(see Settlement Provisions as set out in the Agreement)

Automatic Exercise: [Not to apply]

Supply Period:

[For a daily option:

Any Day in respect of which this option is exercised from the Start Day to the End Day (inclusive)

Start Day:

End Day:]

[For an American/European option:

Each period specified below:

Expiration Date	Start Day	End Day	Supply Period	Quantity (Therms)
-----------------	-----------	---------	---------------	-------------------

[

]]

Expiration Date:

[For a daily expiring option: For any Day, the London Business Day immediately preceding that Day]

[For an American/European option: For each Supply Period, the Expiration Date specified above]

Expiration Time: In respect of each [Day][Supply Period], [12][17]:00 hrs. London Time on the Expiration Date

Hourly Quantity: _____ GJ/Hour

Daily Quantity: _____ GJ/Day

Total Quantity: _____ GJ

Strike Price: EUR _____ per GJ

Premium: EUR _____ per GJ

Total Premium: EUR _____

Premium Payment Date:

Due to:

Reference Price: ***To be confirmed for each transaction***

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this Transaction (contract Reference number: _____) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of Commodity operations at:

For the sake of good order, please note that the terms of this Transaction shall be agreed solely between the parties and that any brokers confirmation telex referencing the details of this Transaction is for informational purposes only.

Regards,

[Party A] [Party B]

Agreed:

Signed on behalf of [Party A][Party B]

By: _____

Name:

Title:

Form of ZBT Transaction Confirmation to be attached to Confirmation of ZBT Option and to be issued upon exercise of such ZBT Option:

[Quote]

This is to confirm the terms and conditions of the ZBT Transaction entered into between Party A and Party B on the Trade Date specified below (the "Transaction"). This constitutes a "Confirmation" as referred to in the ISDA 2002 Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA 2002 Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. The SELLER and the BUYER named below hereby agree that this Confirmation confirms the details of an agreement to undertake an NBP Transaction in accordance with the Zeebrugge Natural Gas Trading Terms and Conditions (Ref. ZBT 2001) (as amended by, and only to the extent specified in, the Agreement) and the Hub Services Agreement (Ref. HSA 2001).

REFERENCE NUMBER:

TRADE DATE:

SELLER :

(including Hub Code) [To be advised]

BUYER:

(including Hub Code) [Please advise]

SUPPLY PERIOD:

Hourly Quantity: GJ/Hour

DAILY QUANTITY: GJ/Day

TOTAL QUANTITY

TOTAL FOR
SUPPLY PERIOD

CONTRACT PRICE: EUR/GJ

SPECIAL CONDITIONS:

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this ZBT Transaction (contract Reference number: _____) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of Commodity operations at:

For the sake of good order, please note that the terms of this ZBT Transaction shall be agreed solely between the parties and that any brokers confirmation telex referencing the details of this ZBT Transaction is for informational purposes only.

[We are pleased to have been able to conclude this transaction with [Party A][Party B].]

Regards,

[Party A][Party B]

Agreed:

Signed on behalf of [Party A][Party B]

By: _____

Name:

Title: