[**ISDA European Gas Annex NBP 97 to NBP 15 Change Letter**]

**[Version 1: 10 September 2015]**

**[LETTERHEAD OF FIRST SIGNATORY]**

[Insert counterparty contact details]

[Insert Date]

Dear Sirs

**Re: Short Term Flat NBP Trading Terms & Conditions 1997 and 2015**

We refer to the ISDA Master Agreement (the “**Agreement**”) between [Party A] (“**Party A**”) and [Party B] (“**Party B**”) dated as of [⚫] pursuant to which Party A and Party B have and/or may in the future enter into NBP Transactions. Specifically, we refer to Part [6] of the Schedule to the Agreement by which the Short Term Flat NBP Trading Terms & Conditions 1997 ("**NBP 97**") were incorporated into the Agreement.

As you may be aware, as a result of the changes in the United Kingdom downstream gas Day on 1st October 2015, parties active at the United Kingdom NBP have recently updated the NBP 97 and published the Short Term Flat NBP Trading Terms & Conditions 2015 ("**NBP 15**"). A copy of NBP 15 is available on the website of the Joint Office of Gas Transporters at http://www.gasgovernance.co.uk.

In order to ensure that trading between Party A and Party B at the NBP continues to be on current, standard market terms, we wish to adopt NBP 15 terms for all NBP Transactions or NBP Options between Party A and Party B at the NBP that are not expressed to be subject to alternative terms or contractual arrangements with effect from 0500 hours (London time) on 1st October 2015.

Capitalised terms not otherwise defined in this letter agreement shall have the meanings given to them in or pursuant to Part [6] of the Schedule to the Agreement or the Annex to this letter agreement, as applicable.

We agree that:

1. New Transactions

(1) in respect of all Transactions which are NBP Transactions or NBP Options, in each case entered into between Party A and Party B on or after the later of (a) 1st October 2015 or (b) the date this letter agreement is entered into, Part [6] of the Schedule to the Agreement shall be amended and restated in the form attached as the Annex to this letter agreement; and

2. Existing Transactions

(1) in respect of all Transactions that are NBP Transactions or NBP Options with a Supply Period commencing on or after 0500 hours (London time) on 1st October 2015, Part [6] of the Schedule to the Agreement shall be amended and restated in the form attached as the Annex to this letter agreement;

(2) in respect of all Transactions that are NBP Transactions or NBP Options with a Supply Period that includes a period on or after 0500 hours (London time) on 1st October 2015, Part [6] of the Schedule to the Agreement shall be amended and restated in the form attached as the Annex to this letter agreement in respect only of Days starting on or after 1st October 2015; and

(3) we shall not re execute and exchange Confirmations in respect of any Transactions that are NBP Transactions or NBP Options originally entered into on NBP 97 terms that are transferred fully or partially to NBP 15 terms by means of this letter agreement; and

3. Interim Arrangements

 in the event that this letter agreement is entered into before 1st October 2015, in respect of all Transactions that are NBP Transactions or NBP Options entered into after the date of this letter agreement is entered into but before 1st October 2015 which have Supply Periods that fall fully or partially after 0500 hours (London time) on 1st October 2015 shall be confirmed using the form of Confirmation attached to Part [6] of the Schedule to the Agreement and the provisions of paragraph 2 above shall apply to transfer such Transactions to NBP 15 terms.

We also acknowledge that the Day that starts at 0600 hours (London time) on 30th September 2015 and ends at 0500 hours (London time) on 1st October 2015 consists of only 23 hours and we agree that there shall be no change to the Daily Quantity for any Transaction for such Day which shall each be delivered in 23 hours.

This letter agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

For each Transaction affected by the amendments in this letter agreement, the other terms and conditions set out in the applicable Confirmation and in the Agreement shall remain in full force and effect in accordance with their provisions on the date of this letter agreement.

This letter agreement will be governed by and construed in accordance with English law.

Please would you countersign and return one copy of this letter agreement to signify your agreement to its terms. This letter agreement may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.

Yours faithfully

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For and on behalf of [ ]

We agree to the terms of the above letter agreement.

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For and on behalf of **[ ]**

Dated ……………………………………………………………….