

**2009 AMENDMENT ADDENDUM
to the
ISDA NORTH AMERICAN GAS ANNEX
to the Schedule to the
ISDA Master Agreement**

Purpose of Addendum. This 2009 Amendment Addendum constitutes an Addendum to the ISDA North American Gas Annex published by ISDA in 2005 as Sub-Annex E to the 2005 ISDA Commodity Definitions (the “Gas Annex”), and supplements and amends the Gas Annex with respect to Gas Transactions thereunder. Unless amended herein, the Gas Annex to the Schedule continues to apply to Gas Transactions. Capitalized terms used in this 2009 Amendment Addendum which are not herein defined will have the meanings ascribed to them in the Gas Annex. In the event of a conflict between the terms of this 2009 Amendment Addendum and the Gas Annex, the terms of this 2009 Amendment Addendum shall apply.

(a) **Credit Support Documents.** Clause (a)(iii)(A) of the Gas Annex is amended by inserting “, cash” after the words “collateral, margin, security” (i) in the first line of the first paragraph and (ii) in the third line of the second paragraph.

(b) **Cover Standard.** Clause (b)(ii) of the Gas Annex is amended by deleting Option A (Cover Standard) in its entirety and replacing it with the following:

“Option A Cover Standard: The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this clause (b)(ii), but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in clause (c)(iii) of this Gas Annex. The amount of such unfavorable difference shall be payable five Local Business Days after presentation of the performing party’s invoice, which shall set forth the basis upon which such amount was calculated.”

(c) **Billing, Payment and Audit.** Clause (f)(iv) of the Gas Annex is amended by inserting the words “without undue delay” after the word “disputed” in the fifth line thereof.

(d) **Title, Warranty and Indemnity.** Clause (g)(iii) of the Gas Annex is amended by inserting the parenthetical “(including death)” after the words “personal injury” in each instance in which such words appear.

(e) **Force Majeure.** Clause (h)(ii) of the Gas Annex is amended by inserting “, or acts of terror” after the words “insurrections or wars” in subsection (D) thereof.

(f) **Elective Provisions.** Clause (l) of the Gas Annex is amended by adding clauses (l)(7) and (l)(8) as follows.

(7) **U.S. Customs.** The parties may elect to apply one of the following options:

___ Option A: If checked, the following provision shall apply:

In the event Seller took title to Gas under a Gas Transaction outside the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3) for delivery to the Buyer within the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

___ Option B: If checked, both of the following provisions shall apply:

(A) In the event Seller took title to Gas under a Gas Transaction outside the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3) for delivery to the Buyer within the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

(B) In the event that Seller sells Gas under a Gas Transaction outside the Customs Territory of the United States for delivery to the Buyer within the United States, Seller agrees to provide to Buyer within two Local Business Days of the sale a fully executed North American Free Trade Agreement Certificate of Origin.

If neither option is checked, then Option A shall apply.

(8) **Market Disruption Events.** The parties may elect to apply one of the following options:

___ Option A: If checked, the following provision shall apply to Gas Transactions:

The 2005 ISDA Commodity Definitions (the “Commodity Definitions”) shall apply (including, without limitation, Sections 7.4 and 7.5 of the Commodity Definitions). Notwithstanding the foregoing, any amendments to the

Commodity Definitions in the Schedule to the Agreement are hereby incorporated and any such amendments shall supersede the Commodity Definitions.

___ Option B: If checked, the following provision shall apply to Gas Transactions:

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Relevant Price (or on a method for determining a replacement price for the Relevant Price) for the affected Day, and if the parties have not so agreed on or before the second Commodity Business Day following the affected Day then the replacement price for the Relevant Price shall be determined within the next two following Commodity Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Relevant Price. "Market Disruption Event" means, with respect to an index specified for a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Relevant Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Relevant Price has occurred. For the purposes of the calculation of a replacement price for the Relevant Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one, and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

If neither option is checked, Option A shall apply to Gas Transactions.