Ratification Letter for Zeebrugge Appendix (Version 1.0/4 December 2017) to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas

Send to: edrsAdmin@efet.org

Cc: secretariat@efet.org

Dear Sirs

Zeebrugge Appendix (Version 1.0/4 December 2017) to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas - Ratification

The purpose of this letter (the "**Ratification Letter**") is to confirm our ratification of the amendment of any existing EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas Version 2.0/January 6, 2003 and Version 2.0(a)/May 11, 2007 (each an "**EFET General Agreement**") by the incorporation therein of the Zeebrugge Appendix Version 1.0 as published by the European Federation of Energy Traders ("**EFET**") on 4 December 2017 (the "**Appendix**") as set out in the Schedule to this Ratification Letter. We confirm our understanding that the purpose of this Ratification Letter is to incorporate the Zeebrugge Appendix Version 1.0 into any existing EFET General Agreement.

All terms not otherwise defined in this Ratification Letter shall have the meanings given to them in the Appendix and the EFET General Agreement.

By ratifying the Appendix in accordance with the terms of this Ratification Letter, any EFET General Agreement that we have concluded before the Ratification Date (as defined below) (a "**Covered General Agreement**") with each other party that has ratified the Appendix in accordance with the terms of this Ratification Letter (each person so ratifying the Appendix, including ourselves, being a "**Ratifying Party**") shall be deemed modified, amended and supplemented by the Appendix as if we had signed such Appendix bilaterally with each other corresponding Ratifying Party and the Appendix shall apply to such Zeebrugge Transactions as are identified below, in place of any ZBT 2012 Appendix (Version 2.0) to the EFET General Agreement that may have been entered into between ourselves and the corresponding Ratifying Party.

As between ourselves and the corresponding Ratifying Party, the agreement to incorporate the Appendix by amending and supplementing the provisions of a Covered General Agreement will take effect as of the date EFET, as agent, first publishes on its website at http://edrs.efet.org/users/ (the **"Website"**) a list of parties who have ratified the Appendix that lists both Ratifying Parties as having ratified the Appendix and uploads on the Website the Ratification Letters from both such Ratifying Parties to ratify the Appendix (such date, as stated on the Website, being with respect to the relevant Ratifying Parties, the "**Ratification Date**").

The Appendix shall apply to the following Zeebrugge Transactions governed by a Covered General Agreement:

(a) all Zeebrugge Transactions entered into on or after the Ratification Date with Total Supply Periods commencing on or after 1 October 2017 and time of taking effect;

(b) all Zeebrugge Transactions entered into before the Ratification Date with Total Supply Periods commencing on or after 1 October 2017 and time of taking effect; and

(c) all Zeebrugge Transactions entered into before the Ratification Date with Total Supply Periods that include a period on or after 1 October 2017 and time of taking effect provided that, in such case, the amendments set out in this Ratification Letter shall only apply in respect of Days falling on or after 1 October 2017 and time of taking effect.

We acknowledge that the modification, amendment and supplementation of the Covered General Agreement by ratifying the Appendix in accordance with the terms of this Ratification Letter fulfils the requirement pursuant to §23.3 of the Covered General Agreement that any amendments shall be made only in writing signed by both parties thereto.

1. Process: General Provisions

The following shall also apply in relation to the Appendix:

(a) EFET shall have the right, in its sole and absolute discretion, upon thirty (30) calendar days' notice on the "EDRS" section of the Website (or by other suitable means) to designate a closing date for ratification of the Appendix (such closing date, the "**Limitation Date**"). After the Limitation Date, EFET will not accept any further Ratification Letters in respect of the Appendix.

(b) Each Ratifying Party will access the "EDRS" section of the Website to enter information online that is required to generate the appropriate form of Ratification Letter. Each Ratifying Party will print, sign and upload the signed Ratification Letter as a PDF attachment into the "EDRS" system of the Website.

(c) If EFET, as agent, determines prior to its publication on the Website that a purported ratification is incomplete, not readable, contains extraneous material, is unsigned or is not in compliance with the terms of this Ratification Letter, EFET will not upload the purported ratification document and will attempt to contact the Ratifying Party. If there is reasonable evidence that a published Ratification Letter is the result of fraud or other criminal activity, then EFET reserves the right, as agent, to remove the name of such party from the list of those having ratified the Appendix and remove the published Ratification Letter from the Website, whereupon, without prejudice to any existing agreement to make the amendments set out in the Appendix based on such Ratification Letter, such purported ratification shall be incapable of forming the basis of any subsequent agreement to make the amendments set out in the Appendix.

(d) A copy of each Ratification Letter as uploaded by the Ratifying Party will be published by EFET on the Website and in accordance with the Terms of Use of the EFET Document Ratification System in force from time to time so that it may be viewed by all Ratifying Parties.

(e) This Ratification Letter is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of a Covered General Agreement that the parties may otherwise effect in accordance with the terms of that Covered General Agreement.

(f) The provisions of the Covered General Agreement setting forth the governing law and dispute resolution mechanisms that apply to the Covered General Agreement shall be incorporated into and shall apply to this Ratification Letter as if references

in the Covered General Agreement to the Covered General Agreement were references to this Ratification Letter.

2. Appointment: Release

We hereby appoint EFET as our agent for the purpose of administering our ratification of the Appendix and accordingly we waive, and hereby release EFET from, any claims or actions whatsoever (whether in contract, tort or otherwise) arising out of or in any way relating to this Ratification Letter or our ratification of the Appendix.

3. Representations and Undertakings

As of the Ratification Date, each Ratifying Party represents to the other corresponding Ratifying Party that:

(a) it is duly organised, validly existing and, if relevant under such laws, in good standing under the laws of its jurisdiction of incorporation, or, if it otherwise represents its status in or pursuant to the Covered General Agreement, has such status;

(b) the signing and the entering into by it of this Ratification Letter shall not violate any provision of its constitutional documents;

(c) it has the power and is authorised to execute, deliver and perform its obligations under this Ratification Letter and has taken all necessary action to authorise that execution, delivery and performance, and its execution, delivery and performance of this Ratification Letter does not violate or conflict with any other term or condition of any contract to which it is party or any constitutional document, rules, law or regulation applicable to it;

(d) it has all governmental, regulatory and other authorisations, licenses, approvals and consents necessary for it legally to perform its obligations under this Ratification Letter; and

(e) its entry into this Ratification Letter will not, in and of itself, adversely affect the enforceability, effectiveness or validity of any obligations owed, whether by it or by any third party, under any Credit Support Document in respect of its obligations relating to the Covered General Agreement as amended by this Ratification Letter.

4. Amendments

(a) In ratifying the Appendix, a Ratifying Party may not specify additional provisions, conditions or limitations to the Appendix in its Ratification Letter. Any such added provisions, conditions or limitations shall not be recognised and shall have no legal effect, and such Ratification Letter may not be accepted by EFET.

(b) Each Ratifying Party acknowledges and agrees that ratification of the Appendix is irrevocable.

(c) An amendment, modification or waiver in respect of the matters contemplated by the Appendix will only be effective in respect of a Covered General Agreement if

made in accordance with the terms of the Covered General Agreement and then only with effect between the parties to that Covered General Agreement (and will only be effective to amend or override the provisions set forth in this Ratification Letter if it expressly refers in writing to this paragraph of this Ratification Letter).

5. Contact Details

Our contact details for the purposes of this Ratification Letter are:

Name: TERESA BUCKPITT

Company Name: BP GAS MARKETING LIMITED

Address: 20 CANADA SQUARE, LONDON E14 5NJ

Telephone: 0207 9484431

Fax: 0207 948 5325

E-mail: teresa.buckpitt@bp.com

We consent to the disclosure by EFET of the name of the undersigned Ratifying Party and the Ratification Date on the Website. We also consent to the publication by EFET as described herein of a final copy of this Ratification Letter with the printed or typewritten name of each signatory to the Ratification Letter and we confirm that each such signatory has consented to such publication.

Unless expressly set out in this Ratification Letter, this Ratification Letter shall be ratified pursuant to and shall in all respects be subject to the Terms of Use of the EFET Document Ratification System in force from time to time as published on the "EDRS" section of the Website and as may be amended by EFET from time to time.

Yours faithfully

Name: FABIO FIORINI

Title: HEAD OF GAS ORIGINATION

Company Name: BP GAS MARKETING LIMITED

Signature:

Date: 17/01/2018

Version 1.0 4 December 2017

Schedule

Zeebrugge Appendix Version 1.0 (4 December 2017)

EFET

European Federation of Energy Traders

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ZEEBRUGGE APPENDIX

to the
EFET General Agreement
Concerning the Delivery and Acceptance of Natural Gas Version 2.0/January 6, 2003 and Version 2.0(a)/May 11, 2007 (the "Zeebrugge Appendix")

NOTICE & WAIVER: THIS ZEEBRUGGE APPENDIX WAS PREPARED BY EFET'S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY PARTICULAR CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS ZEEBRUGGE APPENDIX AND THE EFET GENERAL AGREEMENT TO ENSURE ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER'S LEGAL INTERESTS. USERS OF THIS ZEEBRUGGE APPENDIX ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.

EFET

European Federation of Energy Traders

Zeebrugge Appendix
to the
General Agreement
Concerning the Delivery and Acceptance of Natural Gas
Version 2.0/January 6, 2003 and Version 2.0(a)/May 11, 2007

ZEEBRUGGE APPENDIX

dated as of _____
(the **"Zeebrugge Appendix Effective Date"**)

Between

[_____]

and

[_____]

Check the box and fill in date ONLY if you are using this Zeebrugge Appendix to modify and supplement a previously executed General Agreement between the Parties:

[ ] By executing this Zeebrugge Appendix in the signature block at the end hereof, the Parties hereby modify, supplement and amend the terms of that certain previously executed General Agreement entered into and dated as of _____,_____to provide that the terms of this Zeebrugge Appendix shall be incorporated therein and shall be applicable to and thereafter govern all Zeebrugge Transactions (as hereinafter defined).

All transactions entered into by the Parties for and concerning the delivery and acceptance of Natural Gas at Zeebrugge, which were entered into prior to the Zeebrugge Appendix Effective Date, but which remain either fully or partially unperformed as of such Zeebrugge Appendix Effective Date (each such transaction a **"Pre-Existing Zeebrugge Transaction"**), shall, as of the Zeebrugge Appendix Effective Date:

[ ] become Zeebrugge Transactions hereunder, subject to the terms and conditions of the Agreement, as modified by this Zeebrugge Appendix; or

[ ] not become Zeebrugge Transactions hereunder and instead shall remain governed by and subject to only their original terms and conditions.

Upon execution of this Zeebrugge Appendix, and effective as of the Zeebrugge Appendix Effective Date, any contrary prior election by the Parties in § 1.1 of the Election Sheet to a previously executed General Agreement is hereby amended to provide that the General Agreement, as hereby amended, shall apply, in accordance with its terms, to all specified categories of Individual Contracts in respect of which the Delivery Point is Zeebrugge.

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Version 1.0 4 December 2017

ZEEBRUGGE APPENDIX

The provisions of the General Agreement are hereby amended and supplemented in accordance with the following:

Part I: General Terms

1. Standard Transmission Agreement and Access Code for Transmission

1.1 Capitalised terms used in the Zeebrugge Appendix and not otherwise defined herein or in the General Agreement shall have the meanings given to them in English translations of the Standard Transmission Agreement between Fluxys Belgium N.V./S.A. or any successor Entity ("**Fluxys**") and each Grid User ("**STA**") and the Access Code for Transmission ("**ACT**") published by Fluxys, as amended from time to time.

For the purposes of this Zeebrugge Appendix and all Zeebrugge Transactions as defined in Clause 2 below, Fluxys or the Balancing Operator, as applicable, shall be the relevant Network Operator.

2. Applicability of this Zeebrugge Appendix

This Zeebrugge Appendix to the General Agreement (inclusive of this Zeebrugge Appendix's Annexes) amends and supplements certain provisions of the General Agreement and, together with the General Agreement, shall apply to and govern all Individual Contracts entered into by Parties for and concerning the delivery and acceptance of Natural Gas at Zeebrugge pursuant to the ZTP Physical Trading Services provided by Fluxys (each such Individual Contract a "**Zeebrugge Transaction**" and, collectively, the "**Zeebrugge Transactions**"). Any and all future Individual Contracts between the Parties that constitute Zeebrugge Transactions shall be automatically subject to the General Agreement, as it is amended and supplemented by this Zeebrugge Appendix, without further action by the Parties, unless the agreement upon terms of such Individual Contract expressly provide that it shall not be subject to this Zeebrugge Appendix. In the event of the any inconsistency between the General Agreement and this Zeebrugge Appendix, this Zeebrugge Appendix will prevail for purposes of all Zeebrugge Transactions. In the event of any inconsistency between the terms of a Zeebrugge Transaction (whether evidenced in a Confirmation or otherwise) and the provisions of either this Zeebrugge Appendix or the General Agreement (as amended by this Zeebrugge Appendix), the terms of the Zeebrugge Transaction shall prevail for the purpose of that Zeebrugge Transaction.

3. Confirmations

3.1 §3.2 (Confirmations) of the General Agreement shall be amended by adding after the reference in the last line to "Annex 2a-d", "and Annex 2 Zeebrugge (A) –2 Zeebrugge (D).

3.2 Annexes 2 Zeebrugge (A) – (D) which are attached to this Zeebrugge Appendix shall be added to the General Agreement for use in Zeebrugge Transactions.

4. Scheduling

The definition of "**Schedule**" in **§4.2** ***(Definition of Schedule and Applicable Code)*** of the General Agreement shall be amended by adding the following at the end:

"For the purposes of Zeebrugge Transactions, a Party's obligation to "Schedule" shall include, without limitation, compliance with all obligations and requirements contained in the STA and the ACT. For the purposes of nominating the Contract Quantity to Fluxys in respect of a Zeebrugge Transaction, the Time Unit shall be one (1) hour and the nomination shall be expressed in KWh."

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5. Delivery, Measurement, Transportation and Risk

5.1 **Off-Spec Gas:** For the purposes of a Zeebrugge Transaction, the provisions of § 8a ***(Off-Spec Gas)*** of the General Agreement shall not apply and any Natural Gas delivered at Zeebrugge under a Zeebrugge Transaction shall be deemed to comply with the operating conditions and quality requirements applicable at Zeebrugge.

5.2 **Tolerance**: For the purposes of a Zeebrugge Transaction, the Tolerance shall be zero.

6. Force Majeure

6.1 For the purposes of a Zeebrugge Transaction, **§7 (Non-Performance Due to Force Majeure)** of the General Agreement shall apply subject to the deletion of the final paragraph starting "Provided that" in §7.1 and the substitution of the following words:

"Provided that "**Force Majeure**" shall include any physical curtailments or restrictions applied by Fluxys to the Contract Quantity of a Claiming Party at Zeebrugge but shall exclude any such physical curtailment or restriction at Zeebrugge arising from or attributable to any curtailment or restriction in the flow of Natural Gas through the Interconnector, whether or not such curtailment or restriction through the Interconnector is declared to be an event of force majeure.

7. **Remedies for Failure to Deliver or Accept the Contract Quantity**

For the purposes of Zeebrugge Transactions, a new sub-paragraph (e) shall be inserted in §8.5 as follows:

"(e) It is acknowledged that where an imbalance occurs in a Party's balancing position at Zeebrugge, then the Party's imbalance position at Zeebrugge shall be automatically transferred by Fluxys to or from the Party's balancing position in the H-Zone, the Network Operators will automatically charge the Party transmission tariffs in respect of such transfer and the Balancing Operator shall undertake the necessary balancing action. Accordingly for the purposes of §§ 8.1 to 8.4:

(i) the non-defaulting Party shall be assumed not to have taken any balancing action at Zeebrugge and shall be compensated for being put out of balance in the relevant hour and at the end of the Day;

(ii) for the purpose of calculating the amounts owing in the case of an Underdelivery pursuant to §8.1 and an Over Acceptance pursuant to §8.4, the aggregate of the Shortfall Balancing Settlement Price ($SBSP_{hz}$) and the end-of-Day Shortfall Balancing Settlement Price ($SBSP_{dz}$) shall be the price at which it is deemed that the Buyer or Seller, as applicable, is able to replace either the Default Quantity or a quantity equal to the absolute value of the Default Quantity, as applicable;

(iii) for the purpose of calculating the amounts owing in the case of an Under Acceptance pursuant to §8.2 and an Overdelivery pursuant to §8.3, the aggregate of the Excess Balancing Settlement Price ($EBSP_{hz}$) and the end-of-Day Excess Balancing Settlement Price ($EBSP_{dz}$) shall be the price at which it is deemed that the Buyer or Seller, as applicable, is able to sell either the Default Quantity or a quantity equal to the absolute value of the Default Quantity, as applicable; and

(iv) in the case of each of §8.1 to §8.4 the reference to any "incremental transportation costs and charges" shall be to an amount equal to the tariffs chargeable under the Imbalance Transfer Service to transport a quantity of Natural Gas equal to the Default Quantity (or the absolute value of the Default Quantity, as applicable) to or from the H-Zone assuming in each case that the non-defaulting Party did not hold any transmission capacity that could be used for such transfers and that it was implicitly allocated all required transmission capacity by the Network Operators pursuant to the Imbalance Transfer Service."

8. Miscellaneous

8.1 **Currency Conversion.** The Parties agree that, notwithstanding the fact that the Contract Price for a Zeebrugge Transaction may be agreed by them in pence per Therm, the amounts payable under §8 ***(Remedies for Failure to Deliver or Accept the Contract Quantity)*** of the General Agreement as amended by § 7 of this Zeebrugge Appendix following a Seller's Default or

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a Buyer's Default shall be calculated and paid in Euros per KWh. For this purpose, the non-defaulting Party shall convert any amount calculated, payable, quoted or incurred in respect of Zeebrugge Transactions that are in pounds sterling into its Euro equivalent using a conversion rate commercially reasonable at such time. If so required, the Terminating Party shall for purposes of calculating a Termination Amount in accordance with § 11 (***Calculation of the Termination Amount***) of the General Agreement also convert any amount in pounds sterling into its Euro equivalent using the currency conversion specified in this § 8.1.

8.2 **Energy Conversion.** If so required quantities in Therms shall be converted to KWhs (and vice versa) in accordance with the following formula:

K = 29.3071 x T rounded to the nearest KWh, an exact half being rounded upwards, where "k" is the quantity expressed in KWhs and "T" is the quantity expressed in Therms.

9. **Annex 1 – Defined Terms**

9.1 For the purpose of all Zeebrugge Transactions, Annex 1 of the General Agreement shall be amended by the insertion of the following definitions:

"**ACT**" shall have the meaning given to it in clause 1 of this Zeebrugge Appendix;

"**Balancing Operator**" means Balansys SA who is the provider of balancing services in the H-Zone, pursuant to the integration of the high-calorific transmission grids of Belgium and Luxembourg, or any successor entity;

"**Excess Balancing Settlement Price ($EBSP_{hz}$)**" and "**Excess Balancing Settlement Price ($EBSP_{dz}$)**" shall have the meanings specified in the ACT and shall be deemed to be references to any replacement prices;

"**Fluxys**" shall have the meaning given to in clause 1 of this Zeebrugge Appendix;

"**Grid User**" means a party which has entered into an STA with Fluxys and each Party to a Zeebrugge Transaction shall be a Grid User;

"**H-Zone**" shall have the meaning specified in the ACT;

"**Kilowatt Hour**" or "**KWh**" means point zero three six (0.0036) GJ;

"**Imbalance Transfer Service**" shall have the meaning specified in the ACT;

"**Interconnector**" means the natural gas pipeline between the Bacton interconnector terminal in the United Kingdom and the Zeebrugge interconnector terminal in Belgium operated by Interconnector (UK) Limited or any successor entity;

"**Shortfall Balancing Settlement Price ($SBSP_{hz}$)**" and "**Shortfall Balancing Settlement Price ($SBSP_{dz}$)**" shall have the meanings specified in the ACT and shall be deemed to be references to any replacement prices;

"**STA**" shall have the meaning given to it in clause 1 of this Zeebrugge Appendix;

"**Therm**" shall mean one hundred and five million five hundred and six thousand Joules (105,506,000J);

"**Zeebrugge**" shall have the meaning given to it in the STA, being the physical Natural Gas trading point located in Zeebrugge;

"**Zeebrugge Transaction**" shall have the meaning given to it in clause 2 of this Zeebrugge Appendix; and

"**ZTP Physical Trading Services**" means the services provided by Fluxys pursuant to the STA and the ACT facilitating the trading of Natural Gas at Zeebrugge by the transfer of title of Natural Gas at such location.

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ADDITIONAL PROVISIONS / AMENDMENTS TO THE ZEEBRUGGE APPENDIX

To be executed by Parties that checked and completed the box on the first page hereof:

IN WITNESS whereof this Zeebrugge Appendix has been duly executed by the duly authorized representative(s) of each Party on the respective dates set out below with effect from the Zeebrugge Appendix Effective Date.

_____	_____
[Name of Party]	[Name of Party]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

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ANNEX 1 ZEEBRUGGE (A)
to the
Zeebrugge Appendix

CONFIRMATION OF INDIVIDUAL CONTRACT FOR ZEEBRUGGE TRANSACTIONS (FIXED PRICE)

BETWEEN:

(1) _____ **("Seller")**;_____**(Hub Code)**; and

(2) _____ **("Buyer")**;_____**(Hub Code)**

concluded on [/ /], [:] hours

Delivery Point : **Zeebrugge**

[X] INTRA SYSTEM
Relevant System: **Fluxys transmission grid**

Contract Quantity : **Hourly Quantity:** [ ] **[KWh]/[Therm]**[1]

Time Unit : **1 hour**

Total Supply Period : From [ ] hours on [/ /]
to [ ] hours on [/ /]

Contract Price : _____**[EUR/KWh] or [pence/Therm]**

Tolerance: 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date :_____ Signature : _____

[1] Unless agreed otherwise

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ANNEX 1 ZEEBRUGGE (B)
to the
Zeebrugge Appendix

CONFIRMATION OF INDIVIDUAL CONTRACT FOR ZEEBRUGGE TRANSACTIONS
(FLOATING PRICE)

BETWEEN:

(1) _____ ("**Seller**");_____(**Hub Code**); and

(2) _____ ("**Buyer**");_____(**Hub Code**).

concluded on [/ /], [:] hours

Delivery Point : **Zeebrugge**

[X] INTRA SYSTEM
Relevant System: **Fluxys transmission grid**

Contract Quantity:

Hourly Quantity: [ ][KWh]/[Therm]

Time Unit: **1 hour**

Total Supply Period: From [ ] hours on [/ /]
to [ ] hours on [/ /]

Price Source :

Commodity Reference Price :

Alternate Commodity Reference Price :

Calculation Date :

Calculation Agent :

_____

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Calculation Method :

Tolerance: 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date :_____ Signature : _____

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ANNEX 1 ZEEBRUGGE (C)
to the Zeebrugge Appendix

CONFIRMATION OF INDIVIDUAL CONTRACT FOR ZEEBRUGGE TRANSACTIONS (CALL OPTION)

BETWEEN:

(1) _____ **("Writer");**_____**(Hub Code);** and

(2) _____ **("Holder");**_____**(Hub Code).**

concluded on [/ /], [:] hours

Option Details :

(a) Option Type : Call

(b) Option Style: American/European

(c) Exercise Deadline :

(d) Exercise Period: (if American Style Option)

(e) Premium : _____**[EURO/KWh] or [pence/Therm]**

_____ **Total [EURO] or [Pounds]**

(f) Premium Payment Date :

Delivery Point : Zeebrugge

[X] INTRA SYSTEM
Relevant System: Fluxys transmission grid

Contract Quantity:
Hourly Quantity: [ ][KWh]/[Therm]

Time Unit : 1 hour

[1] Unless agreed otherwise

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Total Supply Period : From [ ] hours on [/ /]
to [ ] hours on [/ /]

Contract Price : _____ **[EUR/KWh] or [pence/Therm]**

Tolerance : 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date :_____ Signature : _____

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ANNEX 1 ZEEBRUGGE (D)
to the Zeebrugge Appendix

CONFIRMATION OF INDIVIDUAL CONTRACT FOR ZEEBRUGGE TRANSACTIONS (PUT OPTION)

BETWEEN:

(1) _____ **("Writer");**_____**(Hub Code);** and

(2) _____ **("Holder");**_____**(Hub Code).**

concluded on [/ /], [:] hours

Option Details :

(a) Option Type : Put

(b) Option Style: American/European

(c) Exercise Deadline :

(d) Exercise Period: (if American Style Option)

(e) Premium : _____**[EURO/KWh] or [pence/Therm]**

_____ Total [EURO] or [Pounds]

(f) Premium Payment Date:

Delivery Point : Zeebrugge

[X] INTRA SYSTEM
Relevant System: Fluxys transmission grid

Contract Quantity:
Hourly Quantity: [ ][KWh]/[Therm]

Time Unit : 1 hour

_____

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Total Supply Period : From [ ] hours on [/ /]
to [ ] hours on [/ /]

Contract Price : _____**[EUR/KWh] or [pence/Therm]**

Tolerance : 0

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date :_____ Signature : _____

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