*Draft letter to be used by parties who have already signed NBP Appendix (Version 1.0/December, 2006)*

**[LETTERHEAD OF SIGNATORY]**

[Insert counterparty contact details]

[Insert Date]

Dear Sirs

**Re: Amendments to NBP Appendix (Version 1.0/December, 2006) (the "NBP Appendix") to a European Federation of Energy Traders ("EFET") General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties**

We refer to the European Federation of Energy Traders General Agreement Concerning the Delivery and Acceptance of Natural Gas entered into between us dated [ ] (the "**General Agreement**") and the NBP Appendix to such General Agreement (the "**Current NBP Appendix**").

All terms not otherwise defined in this letter agreement shall have the meanings given to them in the Current NBP Appendix and the General Agreement.

As you may be aware, due to the change in the United Kingdom downstream Natural Gas Day to 0500 hours to 0500 hours (London time) on 1st October, 2015, EFET has published a new Version 2.0/ September 7, 2015 of the NBP Appendix (the "**NBP Appendix (Version 2.0)**").

In order to ensure that we continue to trade with you on standard market terms at the NBP, we wish to amend the Current NBP Appendix to reflect the updated terms of the NBP Appendix (Version 2.0).

We therefore ask you to confirm your agreement in accordance with §23.3 (***Amendments***) of the General Agreement to the following by signing and returning the attached duplicate copy of this letter agreement:

1. The following Individual NBP Contracts entered into by us shall become subject to the terms and conditions of the Current NBP Appendix as amended by this letter agreement:

* 1. all Individual NBP Contracts entered into on or after the date of this letter agreement with Total Supply Periods commencing on or after 1st October 2015;
  2. all Individual NBP Contracts entered into before the date of this letter agreement with Total Supply Periods commencing on or after 1st October 2015; and
  3. all Individual NBP Contracts entered into before the date of this letter agreement with Total Supply Periods that include a period on or after 1st October 2015 provided that, in such case, the amendments set out in this letter agreement shall only apply in respect of Days falling on or after 1st October 2015.

2. The following amendments shall be made to the Current NBP Appendix:

1. the definition of NBP 97 Terms shall be replaced by a definition of "NBP 15 Terms" reading as follows: "the Short Term Flat NBP Trading Terms & Conditions 2015";
2. all references to "NBP 97 Terms" shall be replaced by references to "NBP 15 Terms", it being acknowledged that certain terms and provisions of NBP 15 are now incorporated into the Current NBP Appendix in place of the terms and provisions of NBP 97;
3. the table in § 2.1 shall be replaced by the following table:

|  |  |
| --- | --- |
| **NBP 15 Terms Terminology** | **EFET Terminology** |
| **NBP Trade** | **Individual NBP Contract** |
| **Supply Period** | **Total Supply Period** |
| **Daily Quantity** | **Contract Quantity** |
| **Monthly Statement** | **invoice** |
| **Banking Day** | **Business Day** |
| **Payment Banking Day** | **Business Day** |
| **Gas** | **Natural Gas** |
| **LIBOR** | **Interest Rate** |
| **Transaction** | **Individual NBP Contract** |

1. in § 3.2 the words: "the confirmation procedure set forth in Clauses 2.1 to 2.8" shall be replaced by the words: "the confirmation procedure set forth in Clauses 2.1 to 2.9";
2. in § 6.1 paragraph (b) of the replacement § 8 to the General Agreement shall be deleted;
3. §9 shall be deleted and replaced with the following: "**Currency for Payments**: Unless otherwise agreed in respect of an Individual NBP Contract, the currency for payment for delivery of Natural Gas under all Individual NBP Contracts shall be pounds sterling and all invoices shall be issued and paid in pounds sterling.";
4. Paragraph (b) in § 10 shall be deleted;
5. § 11 shall be deleted;
6. § 12 shall become the new § 11 and § 11.3 shall be amended to read as follows: "**Currency Conversion.** Subject to § 9 (***Currency for Payments***)of this NBP Appendix, if any amounts calculated, payable, quoted or incurred in respect of Individual NBP Contracts are in pounds sterling or another currency other than the Euro, the Party calculating, netting, setting off or otherwise working with such amount may, in good faith convert such amount into its Euro equivalent for such purposes using a conversion rate commercially reasonable at such time"; and
7. in Part II (***Elections for Customisation of Provisions of this NBP Appendix***), the elections in respect of § 9 and § 11 shall be deleted.

3. We further 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 Contract Quantity for any Individual NBP Contract for such a Day which shall each be delivered in 23 hours.

Yours faithfully

…………………………………………………………

For and on behalf of

[COMPANY’S NAME]

We agree with and consent to the amendment of the Current NBP Appendix on the terms set out in this letter agreement.

…………………………………………………………

For and on behalf of

[COUNTERPARTY’S NAME]

Dated: [ ]