

[LETTERHEAD OF SIGNATORY]

[Insert counterparty contact details]

[Date]

Dear [insert name]

RE: Clarification of § 8 (Remedies for Failure to Deliver and Accept the Contract Quantity) of the EFET General Agreement concerning the Delivery and Acceptance of Natural Gas (Version 2.0/January 6, 2003)

This Letter supplements, amends, forms part of and is subject to the terms of the previously executed EFET General Agreement concerning the delivery and acceptance of Natural Gas dated as of [] (“Party B”) (the [] (“Party A”) and [] (“General Agreement”).

Capitalised terms used but not defined in this Letter shall have the same meanings as ascribed to them in the General Agreement and all references to a Section (§) or Sections (§§) in this Letter shall be references to a Section or Sections in the General Agreement.

Whereas the Parties to the General Agreement hereby acknowledge that § 8 (**Remedies for Failure to Deliver or Accept the Contract Quantity**) assumes that either the Buyer or the Seller will be in breach of its obligations in respect of Scheduling for delivery and acceptance of an Individual Contract but does not expressly consider the event where both the Seller and the Buyer fail to comply with their obligations under § 4.1 (**Delivery and Acceptance and Net Scheduling Obligations**).

Whereas the Parties wish to clarify their intention that neither the Buyer nor the Seller shall pay compensation to the other for their respective resulting losses, if any, in the event that they both fail to comply with their obligations under § 4.1 and that they do not intend to allocate liability between one another by, inter alia, determining each Party’s degree of fault or culpability or by sharing equally each Party’s combined losses pursuant to § 8.

The Parties to the General Agreement therefore hereby acknowledge and agree that pursuant to § 8 (**Remedies for Failure to Deliver or Accept the Contract Quantity**), in respect of a Time Unit and an Individual Contract, should the Contract Quantity either exceed the Delivered Quantity or the Delivered Quantity exceed the Contract Quantity by more than the Tolerance resulting in Underdelivery, Under Acceptance, Overdelivery or Over Acceptance in each case by reason of both the Seller and the Buyer failing to comply with their obligations under § 4.1 (**Delivery and Acceptance and Net Scheduling Obligations**), then neither the Buyer nor the Seller shall pay compensation to the other for their respective resulting losses, if any.

This Letter, when countersigned by you, constitutes a legally binding agreement between us. In order to record your agreement with and to be bound by the terms of this Letter, please sign and return the enclosed copy of this Letter.

DRAFT 1: 24 October 2005

Version 1.0/October, 2005

Yours sincerely

[Signatory's Name]
For and on behalf of
[COMPANY'S NAME]

We agree with the terms contained in his Letter.

[
For and on behalf of
[COUNTERPARTY'S NAME]

Dated: []