

Booking Agreement for Firm Forward Flow BBL Pipeline

This booking agreement for firm forward flow in the BBL Pipeline, hereinafter referred to as "*Booking Agreement*", is made and entered into on,, by and between:

BBL Company V.O.F., whose principal place of business is at Concourslaan 17, 9727 KC Groningen, the Netherlands, hereinafter referred to as "*BBL Company*",

and

.....,

whose principal place of business is at,,

....., hereinafter referred to as "*Customer*".

Whereas, *BBL Company* owns and operates a natural gas transmission system between Balgzand, the Netherlands and Bacton, United Kingdom, hereinafter referred to as "*BBL Pipeline*"; and

Whereas, *BBL Company* initiated an open season for shippers desiring transportation services based on expansion of the *BBL Pipeline*; and

Whereas, *BBL Company* has decided on the basis of shippers' interest in transportation services that expansion of the *BBL Pipeline* by constructing a 4th compressor at Anna Paulowna might be economically feasible; and

Whereas, *BBL Company* issued within the framework of the open season a standard transmission agreement 'BBL Transmission Agreement Firm Forward Flow 2008-2' based on the 'General Terms and Conditions Forward Flow 2008-2'; and

Whereas, *BBL Company* and *Customer* are obliged to execute a *Transmission Agreement* subject to the terms and conditions of this *Booking Agreement*.

Therefore, *BBL Company* and *Customer* agree the following:

Definitions

1. The definitions used in this *Booking Agreement* shall have the meaning as described in the 'BBL Transmission Agreement Firm Forward Flow 2008-2' and the 'General Terms and Conditions Forward Flow 2008-2'.
2. "*Allocation Procedures*" shall mean the procedures as described in the document having the same name and being part of the package part II sent to *Customer*.

3. *"Booking Form"*
shall mean attachment A to this *Booking Agreement*, which shall form integral part of this *Booking Agreement*.
4. *"Precedent Agreement"*
shall mean an agreement issued by Gas Transport Services B.V. with respect to its open season 2012.
5. *"Transmission Agreement"*
shall mean the transmission agreement for firm forward flow to be construed on the basis of the:
 - (non-executed) BBL Transmission Agreement Firm Forward Flow 2008-2, based on the General Term and Conditions Forward Flow 2008-2, being part of the package part I sent to *Customer*; and
 - *Start Date, End Date and Firm Transmission Capacity* resulting from the allocation process and provisions of this *Booking Agreement*.

Commitments

6. In response to the open season, *BBL Company* will proceed with exploring the business case for installing a 4th compressor at Anna Paulowna and *Customer* has requested a *Transmission Agreement* for firm forward flow as described on the *Booking Form*.
7. *BBL Company* and *Customer* shall cooperate with the aim of enabling the 4th compressor project at Anna Paulowna to proceed and executing the *Transmission Agreement* resulting from this *Booking Agreement*.
8. *BBL Company* shall apply the *Allocation Procedures*.
9. *Customer* has the sole responsibility for ensuring that necessary capacity on any upstream gas grid has been arranged. *Customer* is also solely responsible for ensuring that capacity is available downstream of the *BBL Pipeline*.
10. No later than thirty (30) days after the date that all the conditions precedent have been satisfied and/or waived and *Customer* according to Article 17 has notified *BBL Company*, *BBL Company* will tender a *Transmission Agreement* to *Customer*.
11. *Customer* agrees to execute and return such *Transmission Agreement* within fifteen (15) days of being tendered by *BBL Company* for execution.

Customer rights

12. Provided *Customer* did not waive in the 'Declaration Waiving Customer's Rights' to this *Booking Agreement* its rights under Article 14, 15 and 16 of this *Booking Agreement*, *Customer* shall notify *BBL Company* no later than February 4th 2008 of the name of the counterparty or as the case may be, the names of the counterparties, which have concluded a *Precedent Agreement* with Gas Transport Services B.V. with respect to exit capacity at Julianadorp in order to deliver gas to *Customer*. For the avoidance of doubt, *Customer* himself may be the counterparty.

13. If *Customer* waives in the 'Declaration Waiving Customer's Rights' to this *Booking Agreement* its rights under Article 14, 15 and 16 of this *Booking Agreement* or does not comply with Article 12 of this *Booking Agreement*, Article 14, 15 and 16 of this *Booking Agreement* shall not apply.
14. If a counterparty, as notified under Article 12 of this *Booking Agreement*, has executed its right to revoke or adjust exit capacity at Julianadorp, as a result of the allocation rules in the relevant *Precedent Agreement*, *Customer* has the right to revoke or adjust the requested *Start Date*, *End Date* and/or *Firm Transmission Capacity* as mentioned in the *Booking Form* accordingly. *Customer* shall notify *BBL Company* of a revocation or the adjusted *Start Date*, *End Date* and/or *Firm Transmission Capacity* within seven (7) days after the written notification of the offered exit capacity and the related offered start date by Gas Transport Services B.V. is received by the counterparty, provided the *End Date* must be adjusted in such a way that the *Contract Period* is unchanged. In the event of revocation this *Booking Agreement* will become null and void. For the purpose of Article 19 of this *Booking Agreement* the *Relevant Allocation Date* shall be defined as the day thirty (30) days later than the day on which a counterparty receives the first aforementioned notification.
15. If a counterparty, as notified under Article 12 of this *Booking Agreement*, has executed its right to revoke or adjust exit capacity at Julianadorp, as a result of non satisfactory arrangements from the Dutch regulator NMa-DTe as described in the relevant *Precedent Agreement*, *Customer* has the right to revoke or adjust the requested *Start Date*, *End Date* and/or *Firm Transmission Capacity* as mentioned in the *Booking Form* accordingly. *Customer* shall notify *BBL Company* of a revocation or the adjusted *Start Date*, *End Date* and/or *Firm Transmission Capacity* within seven (7) days after the written notification of the offered exit capacity and the related offered start date by Gas Transport Services B.V. is received by the counterparty, provided the *End Date* must be adjusted in such a way that the *Contract Period* is unchanged. In the event of revocation this *Booking Agreement* will become null and void. For the purpose of Article 19 of this *Booking Agreement* the *Relevant Regulator Date* shall be defined as the day fourteen (14) days later than the day on which a counterparty receives the aforementioned notification.
16. If by July 1st 2008 Gas Transport Services B.V. has notified a counterparty of *Customer*, as described in the relevant *Precedent Agreement*, that it will not make available the requested exit capacity at Julianadorp, *Customer* has the right to revoke the requested *Start Date*, *End Date* and *Firm Transmission Capacity* as mentioned in the *Booking Form* accordingly. *Customer* shall notify *BBL Company* of a revocation as soon as possible but no later than seven (7) days after the written notification by Gas Transport Services B.V. is received by the counterparty of *Customer*.
17. If by July 1st 2008 Gas Transport Services B.V. has notified a counterpart of *Customer* as described in the relevant *Precedent Agreement* that it will make available in its entirety the requested exit capacity at Julianadorp, *Customer* shall notify *BBL Company* as soon as possible after the written notification by Gas Transport Services B.V. is received by the counterparty of *Customer*.
18. If by July 1st 2008 Gas Transport Services B.V. has not notified a counterparty of *Customer*, as described in the relevant *Precedent Agreement*, that it will make available in its entirety the requested exit capacity at Julianadorp, *BBL Company* will be entitled to make this *Booking Agreement* null and void.

Conditions

19. This *Booking Agreement* is conditional upon each of the following conditions (the "*Conditions*") having been satisfied on or prior to the dates specified below (in each case a "*Relevant Date*"):

- (a1) by the *Relevant Allocation Date*, *BBL Company* has received approval from its shareholders to the arrangements with all *BBL-shippers* holding original transmission rights with respect to the consequences of expansion of the *BBL Pipeline* by installing the 4th compressor at Anna Paulowna; and
- (a2) by the *Relevant Allocation Date*, *Customer* has exercised its rights under Article 14 of this *Booking Agreement* and *BBL Company* has received approval from its shareholders with respect to the economically viable expansion of the *BBL Pipeline* by installing the 4th compressor at Anna Paulowna; and
- (a3) by the *Relevant Regulator Date*, *Customer* has exercised its rights under Article 15 of this *Booking Agreement* and *BBL Company* has received approval from its shareholders with respect to the economically viable expansion of the *BBL Pipeline* by installing the 4th compressor at Anna Paulowna; and
- (a4) by April 1st 2008, *BBL Company* having in place – in the sole judgement of *BBL Company* – satisfactory regulatory arrangements with the appropriate regulatory authorities (NMA-DTe, Ofgem and, as the case may be, the European Commission).

If a *Condition* has not been waived pursuant to Article 21 of this *Booking Agreement* or has not been satisfied by the *Relevant Date* then *BBL Company* as well as *Customer* may make this *Booking Agreement* null and void pursuant to Article 22 of this *Booking Agreement*.

20. *BBL Company* will use reasonable endeavours to satisfy the *Conditions* set out in paragraphs (a1), (a2), (a3) and (a4) of Article 19 of this *Booking Agreement* and will keep *Customer* informed of the progress being made in that regard.

21. *BBL Company* may waive by written notice any of the *Conditions* referred to in paragraph (a1), (a2), (a3) and (a4) of Article 19 of this *Booking Agreement*. If these *Conditions* are satisfied by the *Relevant Date* *BBL Company* shall inform *Customer* by written notice.

22. Each party shall have the option, by giving written notice to the other party, to make this *Booking Agreement* null and void, without any liability towards the other party, if a *Condition* has not been satisfied by its *Relevant Date*, unless such *Condition* has been waived pursuant to Article 21 of this *Booking Agreement*.

However, each party shall not be entitled to serve such a termination notice in respect of a particular *Condition* after its *Relevant Date* if that *Condition* has been satisfied or waived pursuant to Article 21 of this *Booking Agreement*.

23. Any termination by a party where a *Condition* has not been satisfied or waived by the *Relevant Date* for satisfaction thereof will be without prejudice to any claim by a party for any earlier breach of this *Booking Agreement*.

Termination

24. This *Booking Agreement* may be terminated pursuant to Article 14, 15, 16 and 22 of this *Booking Agreement*, otherwise this *Booking Agreement* will terminate on the date of execution of the *Transmission Agreement* by both parties and thereafter *BBL Company's* and *Customer's* rights and obligations related to firm forward flow on *BBL Company's* natural gas transmission system shall in all respects be subject to the terms and conditions of such *Transmission Agreement*, as may be amended from time to time.

Creditworthiness

25. *Customer* agrees to comply with *BBL Company's* creditworthiness requirements as defined in Exhibit B ('Credit Control Protocol') of the General Terms and Conditions Forward Flow 2008-2.

Succession and assignment

26. Any entity which shall become a successor to this *Booking Agreement* by purchase, merger or consolidation shall be entitled to the rights and shall be subject to the obligations of its predecessor in respect of its interest under this *Booking Agreement*.

27. Either *BBL Company* or *Customer* may, without relieving itself of its obligations under this *Booking Agreement*, assign this *Booking Agreement* to any entity or entities, with which it is affiliated, including without limitation any wholly owned subsidiary subject to satisfying *BBL Company's* creditworthiness standards. Otherwise, no assignment of this *Booking Agreement* nor of any of the rights or obligations hereunder shall be effective without the express prior written consent of the other party, which shall not be unreasonably withheld. *Customer* acknowledges and agrees that *BBL Company* may decline to consent to an assignment by *Customer* to a party that does not or cannot demonstrate that it can satisfy the *BBL Company's* creditworthiness provisions.

No third parties beneficiaries

28. This *Booking Agreement* shall not create any rights to any third party, and no provision shall be construed as creating any obligations for the benefit of, or right in favour of, any person or entity other than *BBL Company* or *Customer*.

Notifications and communications

29. Except as otherwise provided herein, any notice contemplated or required by this *Booking Agreement* shall be in writing, and shall be considered duly delivered when sent by registered or certified mail, or by telefax, to the appropriate address given below, or at such other address as *BBL Company* or *Customer* may from time to time designate by express written notice.

| | |
|---------------------|-----------------|
| BBL Company | Customer: _____ |
| Attn: Willem Faber | Attn: _____ |
| Director | Position: _____ |
| Concourslaan 17 | Address: _____ |
| 9727 KC Groningen | Phone: _____ |
| Fax +31 50 521 3545 | Fax: _____ |

Entire agreement

30. This *Booking Agreement* contains the entire agreement between *BBL Company* and *Customer* with respect to the subject matter hereof, and supercedes any and all prior agreements, understandings and commitments, whether oral or written, concerning the subject matter hereof, and any and all such prior agreements, understandings and commitments are hereby deemed to be void and of no effect.
31. Notwithstanding the termination of this *Booking Agreement* for whatever reason, the 'confidentiality agreement open season 2007' concluded between *BBL Company* and *Customer* shall remain in force as originally written. However, parties agree that *BBL Company* shall have the right to disclose confidential information to Gas Transport Services B.V. to the extent deemed necessary by *BBL Company* in order to fine tune the relevant open seasons, provided Gas Transport Services B.V. agrees to confidentiality arrangements similar to those between *Customer* and *BBL Company*.
32. No amendments to or modifications of this *Booking Agreement* shall be effective unless agreed upon in a written instrument executed by *BBL Company* and *Customer*, which expressly refers to this *Booking Agreement*.

Applicable law and dispute resolution

33. This *Booking Agreement* shall be governed by and interpreted and applied in accordance with the laws of the Netherlands.
34. Any disputes arising out of or in connection with this *Booking Agreement* shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ('Nederlands Arbitrage Instituut'). The arbitration tribunal shall be composed of three arbitrators. Unless otherwise agreed each party shall appoint one (1) arbitrator and the third arbitrator will be selected by the first two (2) arbitrators within thirty (30) days after the appointment of the second arbitrator.
35. Article 14 ('List Procedure') of the Rules of the Netherlands Arbitration Institute shall only apply for the appointment of the second arbitrator, if not nominated in time by the party, or the appointment of the third arbitrator, if not selected by the first two arbitrators within thirty (30) days. The third arbitrator shall act as chairman of the board of arbitration and shall be fully educated and trained as a lawyer. The place of arbitration shall be Amsterdam. The arbitration procedure shall be conducted in the English language. The arbitration tribunal shall make its decision in accordance with the rules of law ('regelen des rechts').

In witness whereof, the parties have executed this *Booking Agreement* to be effective as of the day and year first above written.

For and on behalf of *BBL Company*:

For and on behalf of *Customer*:

Name

Name

Position

Position

Signature

Signature

Booking Form
to
Booking Agreement
between
BBL Company and Customer

Requested by *Customer*:

With respect to the 'BBL Transmission Agreement Firm Forward Flow 2008-2':

Requested *Start Date*:

Requested *End Date*:

Requested *Firm Transmission Capacity* (in *kWh per Hour*):

Requested minimum *Firm Transmission Capacity* (in *kWh per Hour*):

Allocated by *BBL Company* (to be filled in by *BBL Company*)

Firm Transmission Capacity (in *kWh per Hour*):

**Declaration Waiving Customer's Rights
to
Booking Agreement
between
BBL Company and Customer**

Customer hereby waives its rights under Article 14, 15 and 16 of this *Booking Agreement*.

For and on behalf of *Customer*:

Name

Position

Signature