

DATED

200[5]

PREMIER TRANSMISSION LIMITED

and

ACCESSION AGREEMENT

TABLE OF CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Conditions Precedent	2
3. Transportation Code given effect	3
4. General	3

- 1.3 A reference to a "clause" in this agreement shall mean a reference to a clause of this agreement.
- 1.4 In the event of any inconsistency or conflict between any provision of this agreement and a provision of the Transportation Code, the relevant provision of this agreement will take precedence and prevail.

2. Conditions Precedent

- 2.1 This agreement shall come into force upon the date of its execution by the parties, but the performance by the parties of their respective obligations under this agreement shall be conditional upon each of the following conditions precedent being satisfied in full, or waived in writing by both parties in the case of clause 2.1.1 or by Premier Transmission in the case of clause 2.1.2, 2.1.3 or 2.1.4 (the "**Effective Date**"):
 - 2.1.1 receipt by each party of a copy (certified by a duly authorised officer as true) of a board resolution of the other approving the execution, delivery and performance of this agreement;
 - 2.1.2 receipt by Premier Transmission of a copy of a licence to supply gas granted under Article 8 (1) (c) of the Gas (Northern Ireland) Order 1996 in favour of the Shipper if it wishes to request an Exit Point Registration in respect of an Exit Point in Northern Ireland;
 - 2.1.3 the issue by Premier Transmission to the Shipper of an Exit Point Registration in accordance with section 17.5 of the Transportation Code;
 - 2.1.4 Premier Transmission notifying the Shipper in writing that the Shipper's Provided Level of Credit Support is equal to or greater than the Shipper's Required Level of Credit Support.
- 2.2 If all of the conditions precedent set out in clause 2.1 are not satisfied in full, or waived in accordance with clause 2.1, within 20 Business Days of the date of execution of this agreement by the parties this agreement shall lapse and neither party shall have any liability to the other in connection with it.

3. Transportation Code given effect

- 3.1 Premier Transmission and the Shipper hereby agree that the Transportation Code is given effect between and binding upon both parties with effect from the Effective Date.
- 3.2 With effect from the Effective Date Premier Transmission undertakes to the Shipper and the Shipper undertakes to Premier Transmission to comply with and to perform their respective obligations in accordance with and subject to the Transportation Code.
- 3.3 With effect from the Effective Date the Shipper agrees to be bound by and accept modifications made to the Transportation Code in accordance with the Modification Rules.

4. General

Section 19 and sections 20.5, 20.8, 20.9, 20.10, 20.11 of the Transportation Code shall apply, *mutatis mutandis*, to this agreement.

IN WITNESS WHEREOF this agreement has been duly executed on behalf of the parties on the day and year first above written.

SIGNED for and on behalf of
PREMIER TRANSMISSION LIMITED

By:

Name:

SIGNED for and on behalf of

By:

Name:

