

**ANNEX**

**FORM OF ACCESSION AGREEMENT**

**THIS ACCESSION AGREEMENT** is made on [ ] between:

- (1) **PHOENIX NATURAL GAS LIMITED (Phoenix)** on its own behalf and on behalf of all the other parties to the Framework Agreement referred to below; and
- (2) [ ] (the "**Prospective Shipper**") whose principal office is at [ ].

**WHEREAS:**

- (A) By the Transmission Network Code Framework Agreement dated 14 October 2004 (as amended) and made between Phoenix and Coolkeeragh ESB Limited and as now in force pursuant to any Accession Agreement entered into by any other new Party before the date of this Accession Agreement (the "**Transmission Network Code Framework Agreement**") the Parties agreed to give effect to and be bound by the Code.
- (B) The Prospective Shipper has complied with the Accession Requirements and wishes to be admitted as an additional Party under the Transmission Network Code Framework Agreement.

**IT IS HEREBY AGREED** as follows:

- 1. In this Accession Agreement words and expression defined in or for the purposes of the Transmission Network Code Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Transmission Network Code Framework Agreement.
- 2. Phoenix (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Prospective Shipper as an additional Party under the Transmission Network Code Framework Agreement on the terms and conditions hereof.
- 3. The Prospective Shipper hereby accepts its admission as a Party and undertakes with Phoenix (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Transmission Network Code Framework Agreement as a Party as from the date hereof.
- 4. For all purposes in connection with the Transmission Network Code Framework Agreement the Prospective Shipper shall as from the date hereof be treated as if it has been a signatory of the Transmission Network Code Framework Agreement, and as if this Agreement were part of the Transmission Network Code Framework Agreement, and the rights and obligations of the Parties shall be construed accordingly.
- 5. This Agreement and the Transmission Network Code Framework Agreement shall be read and construed as one document and reference (in or pursuant to the Transmission Network Code Framework Agreement) to the Transmission Network Code Framework Agreement (howsoever expressed) should be read and construed as reference to the Transmission Network Code Framework Agreement and this Agreement.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first above written.

**PHOENIX NATURAL GAS LIMITED**

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