

Version 1.0 – 15th September 2000

DATED

20____

PREMIER TRANSMISSION LIMITED

and

[*Shipper*] **LIMITED**

ACCESSION AGREEMENT

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THIS AGREEMENT is made the _____ day of _____ 20[]

BETWEEN:

- (1) **PREMIER TRANSMISSION LIMITED** a company registered in Northern Ireland with registered number N.I.26421 having its registered office at Ballylumford Power Station, Island Magee, Larne, Co. Antrim BT40 3RS ("**Premier Transmission**"); and
- (2) [*Shipper*], a company incorporated in [] with registered number [] having its registered office at [] (the "**Shipper**")

WHEREAS

- (A) Premier Transmission owns and operates the PTL System. Premier Transmission is entitled, pursuant to the BGE (UK) Transportation agreement, to require BGE (UK) Limited to transport gas for Premier Transmission through the BGE (UK) System.
- (B) Premier Transmission has a licence to convey gas granted under Article 8 (1) (a) of the Gas (Northern Ireland) Order 1996. Premier Transmission is required by its Licence to transport gas on the Transportation System pursuant to the Transportation Code.
- (C) The Shipper shall, if it wishes to supply gas to Northern Ireland, have a licence to supply gas granted under Article 8 (1) (a) of the Gas (Northern Ireland) Order 1996 and wishes to enter into arrangements with Premier Transmission for the transportation of gas on the Transportation System pursuant to the Transportation Code.
- (D) The Shipper and Premier Transmission are entering this agreement for the purposes of giving effect to and binding themselves by the Transportation Code.

IT IS AGREED

1. Definitions and Interpretation

- 1.1 In this Accession Agreement words and expressions defined in the Transportation Code and not otherwise defined in this agreement shall have the meanings given to them in the Transportation Code.

- 1.2 In this agreement "**party**" means Premier Transmission or the Shipper and parties shall mean Premier Transmission and the Shipper.
- 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 2.2.1 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) (a) 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 the determination by Premier Transmission that the Shipper has been granted a Credit Limit no less than the Shipper's Level of Minimum Credit in accordance with the section 13 of the Transportation Code.
- 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:
 - (a) to terminate with effect from the date hereof the agreement entitled "Transportation Agreement" made between them dated [] (as the same has been amended, varied or supplemented) together with all ancillary

agreements and side letters thereto (as the same have been amended, varied or supplemented from time to time);

(b) 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 its 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:

Title:

SIGNED for and on behalf of
[*Shipper*]
LIMITED

By:

Name:

Title: