DATED ___________________________ 20___

PREMIER TRANSMISSION LIMITED

and

[                ]

_______________________________________________

ACCESSION AGREEMENT
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 1st Floor, The Arena Building, 85 Ormeau Road, Belfast BT7 1SH (“Premier Transmission”); and

(2) [ ], a company incorporated in Northern Ireland with registered number [ ] having its registered office at [ ] (the “Prospective 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) Upstream 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 network code prepared by Premier Transmission in accordance with its Licence (“Transportation Code”).

(C) The Prospective Shipper has a licence to supply gas granted under Article 8 (1) (c) of the Gas (Northern Ireland) Order 1996 (or alternatively has consent from the Authority to exit gas from the NI Network as if it had a licence to supply gas) 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 Prospective 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 Prospective Shipper and parties shall mean Premier Transmission and the Prospective 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 Premier Transmission (the "Effective Date"):

2.1.1 receipt by Premier Transmission of a copy (certified by a duly authorised officer as true) of a board resolution of the Prospective Shipper approving the execution, delivery and performance of this agreement;

2.1.2 receipt by Premier Transmission of the Prospective Shipper’s completed Shipper Forecast Information Request form;

2.1.3 confirmation by Premier Transmission that the Prospective Shipper’s Provided Level of Credit Support is equal to or greater than the Prospective Shipper’s Required Level of Credit Support;

2.1.4 receipt by Premier Transmission of the Prospective Shipper’s completed 24 hour emergency contact information form; and

2.1.5 receipt by Premier Transmission of a copy of the Prospective Shipper’s Gas Supply Licence (or where appropriate, a copy of consent from the Authority to exit gas from the NI Network as if the Prospective Shipper had a Gas Supply Licence).

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 Prospective 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 Prospective Shipper and the Prospective 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 Prospective Shipper agrees to be bound by and accept modifications made to the Transportation Code in accordance with the Modification Rules.

3.4 Premier Transmission shall provide to the Prospective Shipper a copy (certified by a duly authorised officer as true) of a board resolution of Premier Transmission approving the performance of this Agreement, if requested by the Prospective Shipper.

3.5 The Prospective Shipper shall become a Shipper on the Effective Date.
4. **General**

Section 19 and sections 20.5, 20.6, 20.7, 20.8, 20.9, 20.10, 20.11, and 21 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.

**EXECUTED AND DELIVERED AS A DEED**

by **PREMIER TRANSMISSION LIMITED** acting by:

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