

On 16 May 2001, Ofgem/DTI published our conclusions on NGC's Connection and Use of System Code (CUSC) and associated licence conditions (the Conclusions document). The Conclusions document included a list of changes which we would expect to be made to the draft CUSC as provided to Ofgem/DTI on 19 December 2000, as amended for PES separation, interconnectors and governance.

Following publication of this document we have now received the CUSC from NGC and the CUSC Framework Agreement and the CUSC was sent to the Secretary of State on 25 May 2001.

The Conclusions document stated that if the need to make further changes to what was outlined in Appendix 2 (other than consequential changes) was identified we would publish these changes on Ofgem's website as soon as possible. The need to make such further changes has been identified and these are set out in the table below. Where such changes have been made these are shown as "New row" (unless the further change is to a row that was in Appendix 2. In such a case that row number will be the same as that in Appendix 2), with the change in the middle column and the rationale for the change appearing in the last column.

There has also been a need to rectify formatting errors that appeared in Appendix 2 and these have also been listed below for clarity. Where such an error has been made the row number will be the same as that in Appendix 2 with the original text in the middle column. The last column states the error.

Section 2

2.16	2.14.7 Change to: 'The Connection Charges (including the Land Charge) in the Financial Year in which the Charging Date <u>relevant date for charging set out in the relevant Bilateral Connection Agreement</u> occurs shall be apportioned as follows:- For each complete calendar month from the Charging Date <u>that date</u> '	Minor formatting change. In line 2 remove strike through "the". Line 4 strike through "the".
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Section 3

3.13	3.6.4 Change to: 'The User acknowledges that breach of the provisions of the CUSC by the Non-Embedded Customer may give rise to Deenergisation <u>Deenergisation</u> of the....'	Minor formatting change. Line 2 remove underline "... of the...".
3.36	3.23. (a) NGC may to the extent that the User is entitled to receive payment from NGC pursuant to this <u>the CUSC</u> (unless it reasonably believes that such set-off shall be unlawful) set off the amount of such entitlement against the amount in default;'	Minor formatting change. Sub paragraph appeared erroneously in bold with defined terms not in bold.

Section 4

4.11	4.3.1 Application. provision of Mandatory Ancillary Services , <u>and, if agreed between NGC and a User</u> may ...	Minor formatting change. Line 1 add opening bracket before "if".
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Section 5

New row	5.4.6.3(a)(iii) 'any other indebtedness of the User for the repayment of borrowed money (in a principal outstanding amount of not less than £1,000,000 (pounds sterling one million) or such greater amount specified in any Bilateral Connection Agreement) has become due and payable prior to the stated date ...'	A respondent to the February 2001 document pointed out that in order to fully codify the provisions in the MCUSA and Supplemental Agreements utilised in practice, certain provisions in the CUSC which referred to the repayment of money should instead refer to the repayment of borrowed money. A change had already been made to 5.4.6.2(c)(iii) in row 5.18 of Appendix 2 of the CUSC conclusions document.
New Row	5.5.3 '.....or in the case of a User acting as an Interconnector User or Interconnector Error Administrator cease or procure the cessation of the transport of power by or on behalf of that User across the Interconnector as the case may be.'	The Conclusions document recognised that there was a need to include references to the Interconnector Error Administrator within a number of paragraphs in the CUSC. Most of these paragraphs were identified in Appendix 2 of the CUSC conclusions document. However this change was inadvertently omitted.
5.20A	5.4.6.3(b)(iii) '... or Paragraph 5.4.6.3 (a) of this Section or to renew or revise such security or to substitute any security with the required replacement security ... in breach of any of its obligations under Paragraph 2.22 of Part III of Section 2.'	The paragraph requiring change should have been numbered 5.4.6.3(b).

Section 6

6.7	6.13.1.1 '...shall take effect by way of a CUSC an Accession Agreement ...'	The paragraph requiring change should have been numbered 6.13.1.
6.18	6.20.3 '... under the provisions of this Paragraph 6.20 <u>5.4</u> shall ...'	Minor formatting change. Line 1 strike through "this".

Section 8

8.2	8.1.2 "... and to report on them to the Authority and in furtherance of these this Section 8 provides ..."	Minor formatting change. After "this" insert comma.
8.58	8A.1.1.2(a): 'in relation to each year (the "election year" "Election Year") in which the term of office.....'	Defined term Election Year should appear in bold.
8.69	8A.3.6.1 'If <u>after any voting round</u> remaining candidates. after the third voting round :..... <i>(a) the then <u>tied or remaining candidates (as applicable) shall be ranked in order of the number of</u>.....'</i>	A colon should have appeared after candidates. Sub paragraph (a) should not be bold or italics.

Section 9: Interconnectors

New	Contents page	This change has been made to clarify the subject matters
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row	9.23 Change to: <u>Termination and Related Provisions</u>	of this Paragraph.
9.1	9.1 Part 1 – CONNECTION TO THE NGC TRANSMISSION SYSTEM BY INTERCONNECTOR OWNERS CONNECTION INTRODUCTION This Part 1 deals with connection to the NGC Transmission System by an Interconnector Owner . The User	Correct typographical error in line 4 (should be INTRODUCTION and should be preceded by a hyphen). Defined term NGC Transmission System should appear in bold.
9.2	(i) 9.2.3 Add sub-paragraph (b): <u>'For as long as the User is connected to the NGC Transmission System (and the User's Equipment is Energised and Operational) the User shall ensure:</u>	Remove brackets in line 2.
9.6	9.8.4(c) '... shall pay to NGC the amount stated in the NGC invoice at the later of such Charging Date relevant date or 28'	Minor formatting change. Line 2 remove underline from "or 28...".
9.10	9.8.7 Change to: 2.18 † Termination Amounts - Re-use) and ...'	Change needed to reflect correct format of paragraph title.
9.28	9.22.4 '... if references to Generator were references...).'	's' omitted from Generators .
9.33	9.23.2.1(a) '... Connection Site of the relevant Interconnector .'	A semi colon should appear at the end of this sub paragraph.
9.34	9.23.2.1(b) '... Section 5 or in the case of the French or Scottish Interconnectors , pursuant to the Existing Contractual Arrangements .'	Insert comma in line 1 after "or" and a semi colon should have appeared at the end of this sub paragraph.
9.36	9.23.3 '....a User under <u>Paragraph 9.23.4</u> above,.....'	The cross reference should be "Paragraph 9.23.1" (the end of the cross reference was erroneously struck through).
New row	9.23 Change heading of this paragraph to: TERMINATION AND RELATED PROVISIONS	Change needed to reflect the subject matters of the following sub paragraphs.
New row	Add new sub paragraph after 9.23.4 9.23.x The right of NGC to request the Interconnector Owner to cease or procure the cessation of the transfer of power across the relevent Interconnector as provided for in Paragraph 9.17 and Section 5 of the CUSC is subject, in the case of the French and Scottish Interconnectors , to the Existing Contractual Arrangements providing for this.	Respondents to the February 2001 document had concerns that some of the provisions in Part II of Section 9 of the CUSC conflicted with existing contractual arrangements. To address this point several changes had already been made to Part II of Section 9 of the CUSC and appeared in Appendix 2 to the CUSC conclusions document. This change is also needed to reflect those conclusions (see paragraph 3.80).

Section 10: Transitional Section

10.2	<p>10.2.2 Change to: 'MCUSA Dispute A MCUSA Dispute will be dealt with in accordance with the provisions of the current MCUSA (and the equivalent provisions in the relevant Supplemental Agreements).</p>	<p>Minor formatting error. Three dots (denoting a break in text) should appear after "MCUSA".</p>
10.3	<p>10.2.4 Change to: 'Where a dispute involves issues relating to both the pre CUSC and the post CUSC period and the period after the CUSC Implementation Date, then the issues relating to the post CUSC period after the CUSC Implementation Date period shall be determined as a "CUSC Dispute".</p>	<p>Error in replicating this paragraph in Appendix 2. Insert the words "...pre CUSC period will be determined as a "MCUSA Dispute" and the issues relating to the ..." in line 3 after "relating to the.."</p>
10.5	<p>10.3 Further change to: 'OUTSTANDING OFFERS/CONSTRUCTION NOT COMPLETED 10.3.1 <u>Outstanding Offer</u> This paragraph 10.3.1 applies where offers have been made for Connection and/or Use of System or for Modification of existing Supplemental Agreements prior to the CUSC Implementation Date In that situation, acceptance of these offers would, if effective, and have not been returned to NGC signed by the User prior to that date (an "Outstanding Offer"). Such Outstanding Offers will be withdrawn and substituted with an original Offer which Offer may be accepted within one month of the Offer being made, require the entering into of the CUSC Framework Agreement and the relevant Bilateral/Construction Agreement (if any) as prepared by NGC as an amendment to the existing offer, which will reflect the Site related details which would otherwise be within the Supplemental Agreements. 11.3.2 Construction Not Completed This paragraph 11.3.2</p>	<p>Some changes to paragraph 10.3.1 were set out in Appendix 2 of the CUSC conclusions document. As set out in Appendix 2, the Paragraph states that an Outstanding Offer would be withdrawn if it is accepted after the CUSC Implementation Date. To ensure that this provision works effectively it is appropriate to change the wording of this paragraph slightly to clarify that any Outstanding Offers will be withdrawn after the CUSC Implementation Date and substituted with an original offer</p>
10.6	<p>10.4. 'In relation to certain existing Supplemental Agreements...'</p>	<p>The paragraph this change refers to should be 10.4.1.</p>
10.13	<p>Insert new paragraph at the end of section 10: 'PES SEPARATION 10.[x] <u>Until the date PES Separation Date the CUSC shall be read together with the changes to the CUSC and Bilateral Agreements and Exhibits to the CUSC set out in the Appendix to this Section 10. From the PES Separation Date, the changes to the CUSC ...</u> <u>Insert following Appendix to section 10:</u> 'APPENDIX – PUBLIC ELECTRICITY SUPPLIER LICENCE SEPARATION <u>The changes are as follows:</u> 14. In Section 11 – Definitions, Paragraph 9.3: (d) <u>In the definition of "Commercial Boundary" change the words Distribution System Operators" to "Public Electricity Suppliers".</u> (e) <u>In the definition of "Distribution Codes" change the words "Public Distribution System Operator" to "PES".</u></p>	<p>In second line remove "date". Exhibits should have a lower case "e" throughout. CUSC should be in bold throughout. At sub para 14(d) of the Appendix insert word Public before Distribution. At sub para 14(e) of the Appendix replace PES with Public Electricity Suppliers.</p>

Section 11: Interpretation and definitions

11.19	"Estimated Demand Charge" the forecast Demand (Active power) data filed with NGC pursuant to Paragraph [1.2] of the Charging Statements;	"Charge" was erroneously added to definition.
11.22	"Final Demand Reconciliation" as defined in Paragraph 9.4.8(a)-3.12.17(a)	The word "Statement" should be inserted after "Reconciliation". Correct cross reference should be to 3.12.7(a).
11.26	"Joint System Incident" '(a) ... as at the Transfer Date, shall have the meaning given to that term in the Grid Code; (b) ...on the NGC Transmission System), on a User(s) System(s) (other than on an Embedded Independent Generating Plant);	Minor errors in formatting – all defined terms should fully appear in bold and "s" in brackets after System should not be in bold.
11.33	"Operating Agreement" the...	Add "(s)" at end of "Agreement".
11.35	"Public Electricity Supply Licence" a licence issued under section 6(1)(c) of the Act prior to the coming in force of section 30-28 of the Utilities Act 2000;	Should refer to section 30 of the Utilities Act.
11.36	"Qualifying Guarantee" a guarantee in favour of NGC in units of a form proposed by the User and agreed by NGC (whose Agreement ...	Line 2 Agreement should have a lower case "a".
11.44	"Use of System" use of the NGC Transmission System for the transport of electricity by any Authorised Electricity Operator, or Interconnector User or Interconnector...	Remove comma after Operator and replace with "or".
11.49	"Use of System Offer" an offer ... Exhibit G (Use of System Supply Interconnector Offer) or Exhibit ...	Remove "Interconnector".
11.53	"Use of System Termination Notice" ... by a Supplier, or an Interconnector User, ...	Remove comma after Supplier and replace with "or".
11.55	"User System" any system owned or operated ... (except in the case of Non-Embedded Customers) to the relevant other User System, ...;	Minor format error. All defined terms should appear fully in bold.

CUSC Framework Agreement

CF3	<i>CUSC FRAMEWORK AGREEMENT – NEW RECITAL TO FOLLOW RECITAL B</i> ...migrated to become Original Parties to the CUSC Framework Agreement.	Formatting error. Defined term Original Parties should be in bold.
CF7	Third Party Rights The parties hereby acknowledge ... conferred on the parties hereto subject to its terms;	Formatting error. There should only be a full stop at the end of the sentence.
New row	SCHEDULE Original Parties	Changes needed to define Original Parties and because Original Parties will not need to sign the CUSC Framework Agreement as they are migrating across

	<p>Insert the following text: The following persons were parties to the MCUSA as at the CUSC Implementation Date and are therefore parties to the CUSC Framework Agreement from the CUSC Implementation Date by entering into agreements by which the MCUSA and related documents were amended to become the CUSC Framework Agreement and related documents.</p> <p><i>[Inset name and address of each Original Party]</i></p> <p>SIGNED BY) for and on behalf of)</p> <p>SIGNED BY) for and on behalf of)</p> <p>SIGNED BY) for and on behalf of)</p> <p><i>[Inset for each Original Party]</i></p>	<p>from the existing MCUSA.</p>
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Schedule 3

SI	<p>Appendix 1</p> <p>3. Indexation</p> <p>'The index used is the Retail Price Index</p> <p>Save as may otherwise be determined by the Authority of Schedule 5 to the MCUSA it respect of all periods</p>	<p>Format error. After "MCUSA" insert "in" and delete "it".</p>
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Bilateral Connection Agreement

New row	<p>CONTENTS</p> <p>Add new headings: [5. Use of System] (power station only)</p> <p>[Appendix C Registered Capacity (power station only)]</p>	<p>Changes are necessary to make reference to power station.</p>
BC3	<p>'.... shall have the same meaning as set out below:-</p> <p>Construction Agreement" the agreement made between the'</p>	<p>Format error. Add quotation mark at beginning of definition.</p>
BC4	<p>4. CONNECTION CHARGES</p> <p>'The Connection Charges payable by the ...from the [CUSC Implementation Date] [or] the Charging Date.'</p>	<p>There was a format error in the original row that appeared in Appendix 2 (of the CUSC conclusions document). "the" was incorrectly placed before Charging Date and this should be removed.</p> <p>There has been a further change in the formatting. This change is to add square brackets around Charging</p>

		Date. This has been made to clarify that only one date is applicable.
BC5	4. USE OF SYSTEM (power station only) 'The right to usefrom the [CUSC Implementation Date or] the Charging Date .']	There was a format error in the original row that appeared in Appendix 2 (of the CUSC conclusions document). All defined terms should appear in bold. There has been a further change in the formatting. " CUSC Implementation Date ", "or" and " Charging Date " should now all appear in square brackets. These changes have been made to clarify that only one date is applicable.

Bilateral Embedded Generation Agreement

New row	Change to: SCHEDULE 2 – EXHIBIT 2 DATED [] THE NATIONAL GRID COMPANY PLC (1) and [EMBEDDED GENERATOR OR TRADING PARTY] (2)	This change has been made to delete unnecessary text.
New row	CONTENTS Add new heading: 5. Use of System	Change is necessary to make reference to use of system provisions.
New row	3. THE SITE OF CONNECTION TO THE DISTRIBUTION SYSTEM Change to: 'The site of Connection of the Embedded Power Station [Distribution Interconnector] to the Distribution System to which this Bilateral Embedded Generation Agreement relates is more particularly described in Appendix A. [The sites of Connection of the Embedded Power Stations [Distribution Interconnector] to the relevant Distribution Systems to which....']	Changes needed to include references to a Distribution Interconnector.
New row	Remove the Addendum to Appendix F5.	This change is necessary as the provisions of the Addendum are now in the CUSC.

Mandatory Services Agreement

MSA4	3.3.1 'The Parties agree that, for the purposes of Appendix 1 to the <u>Appendices to the CUSC Schedule:-</u>	Format error. "the" that appears before Appendix 1 should not have appeared as struck out.
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"Commissioning Programme" the **User's Works** available for operation....

"Completion Date" [] or such other date as may be agreed in terms of this **Connection Construction Agreement**.

"Dispute Resolution Procedure" the procedure for referral to arbitration set out in Paragraph ~~8.2.1.2~~ 7.4 of the **CUSC**.

"Final Sums" ...~~and~~(4) a sum equal to the reasonable costs of removing any **NGC Assets** and of making good the remaining **Plant** and **Apparatus** following such removal; and ~~(4)~~(5) interest on any such amounts from the date they were paid by NGC to the date of NGC's invoice at 2% over ~~Barclays Bank PLC base rate~~ Base Rate from time to time and for the time being.

Provided that no sum shall be due in respect of **Final Sums** in respect of fees, expenses and costs associated with (a) the **Seven Year Statement Works** and/or (b) **NGC Reinforcement Works** required for wider system reasons and specified in Part 2 of Appendix ~~{H}~~.

Any dispute as to the amount of **Final Sums** shall be referred to arbitration ~~as provided for in~~ in accordance with the **Dispute Resolution Procedure**.

"Independent Engineer" ... in Appendix ~~{L}~~ ...

(b) ...can be agreed by the ~~party~~ parties within ...

"NGC Assets" the assets specified in Appendix A to the **Bilateral Connection Agreement**;

"NGC Asset Works" ... specified in Appendix ~~{G}~~ to this...

"NGC Works" ...relating to any such works but excluding for the avoidance of doubt any Third Party Works.

"NGC Reinforcement Works" means those works other than the **NGC Asset Works**, **Seven Year Statement Works** ... at a ~~New~~ [the] **Connection Site** and which are specified in Appendix ~~{H}~~ ...'

"Seven Year Statement Works" ...[] which in NGC's reasonable opinion are required to be completed before in terms of Clause 7.1 [or 7.2] of this **Construction**

	Agreement.’ “Third Party Works” the works specified in Appendix N.	
CA3	2.3.2 Change to: ‘ NGC shall be entitled to revise the NGC Works and all dates and charges (and as a consequence Appendix A to the Bilateral Connection Agreement) and all dates specified in this Construction Agreement and the charges specified in Appendix B to the Bilateral Connection Agreement. For the avoidance of doubt such revisions shall be at NGC’s absolute discretion and the consent of the User is not required.	The tail piece to this paragraph has been changed to add clarity as to where the charges it refers to are located. The change was needed as a result of the separation of the existing Supplemental Agreements into the Construction Agreement and the Bilateral Connection Agreement.
New row	2.4.1 Change to: ‘... Seven Year Statement Works and the works specified in Part 2 of Appendix H4.’	Change needed to clarify reference to correct Appendix.
New row	2.5 Change to: ‘...where applicable NGC shall disconnect any the User’s Equipment at the ...’	Change needed for clarification.
New row	2.6 Change to: ‘... days of the date of NGC’s invoice(s) therefor and (where applicable) on termination NGC shall disconnect any disconnect the User’s Equipment at the Connection Site }.	Change needed for consistency.
CA6	2.13 ‘[The NGC Reinforcement Works are conditional on British Energy Generation Limited and/or Magnox ... <u>(and developed as such)</u> . In the event of British Energy...’	Format error. Square bracket before “British” should have appeared in the text and have been struck out. To correct a typographical error “developed” should have been “described”.
New row	2.15 Change to: ‘..... acknowledge that this Construction Agreement is not to be’	Change needed to clarify agreement to be referred to and to show a defined term.
New row	3.2 Change to: ‘... in carrying out any of the Affected pParty’s Works (including their commissioning)...’	Changed to correct a typographical error.
New row	4.8 Change to: ‘... days of the date of NGC’s invoice(s) therefor and on termination (where applicable) NGC shall disconnect any the User’s Equipment at the Connection Site } and NGC.... } .’	Changed for consistency.
CA8	5.3.1 F4 to the Bilateral Connection Agreement ;	Format error. The text from (and including) “the...” should have been underlined.
CA9	5.3.2 Change to ‘... complies or will on Completion completion ...’	Also changed to remove a term that is not defined.
CA10	5.4.2 competent pursuant to Operating Code 8 and a list of ‘...’.	The change to this was marked up incorrectly. Add ‘written confirmation as required under CC.5.2(g) that the list of Safety Co-ordinators are authorised and...’ before “competent;”.
New row	5.5.2 (ii) Change to: ‘ Connection Condition CC 6 insofar...’ (iii) Change to ‘...and [F5] to the Bilateral Embedded Generation Agreement have been complied with.	(ii) changed for consistency with defined term. (iii) needed to be changed to clarify that the Appendices to which it refers are to the Bilateral

		Embedded Generation Agreement.
New row	6. INDEPENDENT ENGINEER Change to ‘... Disputes Resolution Procedure. Pending any such submission’	Changed to correct a typographical error.
New row	7.1 Change to: ‘.... and (2) the Seven Year Statement Works and Third Party Works shall be completed....’	Change needed to include reference to Third Party Works.
New row	7.2 Change to: ‘If eEmbedded upon complianceIt is an express condition of this Construction Agreement that in’	Changed to show defined terms and clarify to which agreement this paragraph is referring to.
New row	Add new paragraph after 7.2. ‘If, on completion of the User’s Works in accordance with the terms of this Construction Agreement the Registered Capacity of the User’s Equipment is less than [] MW, NGC shall automatically have the right to amend Clause 7 and Appendix C to the Bilateral Connection Agreement to reflect the actual Registered Capacity of the User’s Equipment. ’	The Supplemental Agreements, Proforma 2 which have been most recently entered into include a provision allowing NGC to reduce the registered capacity of a connection site if the site has not been developed such that it can use all such capacity. For codification purposes it is necessary to include this requirement within the Construction Agreement.
CA11	8. ‘.... Appendix F 1-5 to any the associated Bilateral Connection Agreement. ’	Format error. 1 –5 should have been underlined as it is new text.
CA12	9. ‘... signing the Construction Agreement. from the Completion Date. Details of the credit requirements are set out in the CUSC. ’	Format error. “Details of” and “set out” should be underlined as new text.
New row	9A.1.4(i) Change to: ‘.... Standby Letter of eCredit ... (ii) change to ‘cash held in escrow [Escrow Account/Bank Account]; or	(i)Changed to correct defined term. (ii)changed for clarity.
New row	9A.1.5 Change to: ‘... which shall be supplemental to this Construction Agreement (the Amending Agreement) ...and maintaining the security and shall not alter or amend the amount of security required in terms of this Construction Agreement.	Change added to clarify which agreement this paragraph is referring to and to show defined terms.
New row	9A.2 Change to add heading of Final Sums to this paragraph.	Added for clarity.
CA15	9A.3.2 ‘ ... in accordance with paragraph [7.2.3] of the Disputes Resolution Procedure ...’	Format error. The “s” at the end of Disputes should be removed.
CA17	9A.4 ‘.... under the Bilateral Connection Agreement ...’. Further change to this paragraph: ‘ <u>Until such time as the security arrangements are put in place in accordance with Section 2 Part III of the CUSC</u> NGC shall be entitled to call upon the security put in place under the terms of the Construction Agreement for payment of Termination Amounts when due under the provisions of the CUSC. ’	Format error. Defined term should be in bold. This further addition to the second sentence to the change as shown in CA17 in Appendix 2 (of the CUSC conclusions document) has been made to clarify which security amounts are due when, to reflect Ofgem/DTI’s conclusions (see paragraph 3.69 of the CUSC conclusions document).

CA18	9B.1.1 '.... NGC in accordance....'	Defined term should be in bold.
New row	9B.1.1 (a) add at end of this sub paragraph "and" (b) add full stop at end of sub paragraph.	Change needed to format sub paragraphs.
New row	9B.4.3 Change to: ' whether there has been an Event of Default (under the Construction Agreement or the CUSC) ₇ or	Change needed to clarify which agreement this paragraph refers to and to make reference to a defined term.
New row	9B.4.3 Change format of sub paragraph to : 'the lawfulness of otherwise of any termination or purported termination of the Construction Agreement such disputes shall not effect the ability of NGC to make demands pursuant to the security arrangements ...'	This text is not new but the format has been changed so that the bulk of the text starting at 'such dispute shall not affect the ability of....'becomes a tail piece to the whole of paragraph 9B.4
CA21	9B.5 ' ...be dealt with by referral to arbitration in accordance with paragraph 7.2.3 of the Dispute Resolution Procedure.'	Format error. A footnote appeared after "arbitration" and this should be deleted. Defined term should be in bold.
New row	9B.6 Add heading to this sub paragraph " Final Sums "	To make subject of sub paragraph clear.
CA22	9B.7.1 '...at Barclays Bank PLC Base Rate .'	Format error. Remove full stop after " Rate " and add three full stops to denote sub paragraph continues.
CA23	9B.7.2 'the Dispute Resolution Procedure ... to the date of payment at Barclays Bank plc ...'	Format error. Defined term should be in bold. Base Rate should have appeared after plc .
CA24	9B.7.3 ' ... daily basis at Barclays Bank PLC Base Rate for the time....'	Format error. Barclays Bank PLC should be struck out and defined term should be in bold.
New row	10A.3.(ii) Change to: 'an event of default has occurred under any banking arrangements (<u>as such may be more particularly described in the Bilateral Connection Agreement</u>) (an event of default being any event described as such in the banking arrangements)....'.	In order to reflect comments made by a respondent to the February 2001 document, Ofgem/DTI concluded that certain changes should be made to paragraphs to ensure that the CUSC maintains and provides for existing financing arrangements contained in Supplemental Agreements (see paragraph 3.72 of the CUSC conclusions document). Similar changes which should have been made this paragraph were not included within Appendix 2 (of the CUSC conclusions document).
New row	10A.3.(iii) change to: 'any other indebtedness of the User for the repayment of <u>borrowed money</u> (in a principal <u>outstanding</u> amount of not less than ... specified in the Bilateral Connection Agreement) ...	A respondent to the February 2001 document pointed out that in order to correctly codify the provisions in the MCUSA and Supplemental Agreements, certain provisions in the CUSC which referred to the repayment of money should instead refer to the

		repayment of borrowed money. To address this point a change to 5.4.6.2(c)(iii) was included in row 5.18 of Appendix 2 2 (of the CUSC conclusions document). Similar changes are needed to this paragraph.
New row	10A.4 Add new sub paragraph 'Any of the Events of Default in Paragraph 5.3.1 of the CUSC have occurred and are occurring.'	A respondent to the February 2001 document stated that an Event of Default should be continuing before action can be taken (see paragraph 3.70 of the CUSC conclusions document) and this paragraph needed to be changed to reflect this.
CA27	10B.1 last paragraph '... to NGC's right to return security at any ...'	Format error. Defined term should be in bold.
New row	10B.1(i) 'an event of default has occurred under any banking arrangements (<u>as such may be more particularly described in the Bilateral Connection Agreement</u>) (an event of default being any event described as such in the banking arrangements)....'	Change needed to reflect CUSC conclusions document (see paragraph 3.72 of the conclusions document).
New row	10B.1(iii) 'any other indebtedness of the User for the repayment of <u>borrowed money</u> (in a principal amount of not less ... specified in the Bilateral <u>Connection Agreement</u>) has become due....'	As above.
New row	10B.5 Add new sub paragraph ' Any of the Events of Default in Paragraph 5.3.1 of the CUSC have occurred and are occurring.'	The CUSC conclusions document recognised that NGC should only be able to give notice of termination if an event of default is continuing. A change had been made to Row 5.21, Appendix 2 (of the CUSC conclusions document). However this change was inadvertently omitted.
New row	11.1 change to: '... whereupon this <u>Construction Agreement</u> shall forthwith terminate...'	Change needed to clarify which agreement this paragraph is referring to and to define a term.
New row	11.2 Change to: ' ... all amounts already due and owing on the date this Construction Agreement so terminates and if this Construction Agreement terminates prior to the Charging Date the User shall be liable...'	Change needed to clarify what monies are due when different agreements terminate (see CUSC conclusions document paragraph 3.69).
New row	11.2(2) Change tail piece to: '... estimate of Final Sums in accordance with Clause <u>9A.3.3</u> or <u>9B.7.3</u> 9 .'	Change needed to clarify the cross references.
CA28	'12.2 In addition this Construction Agreement shall terminate upon termination of the associated Bilateral Connection and in the event liable to pay NGC Final Sums and the provisions ... 12.3 The associated [Bilateral Connection Agreements or Agreement to Vary the Bilateral Connection Agreement] will automatically terminate ...	Format errors. All defined terms should be in bold. Add "Agreement" after "Connection". Delete "s" from Bilateral Connection Agreements . "the" in line 4 should not be in bold.
New row	15.3 Change to: 'NGC has the right to vary Appendices in accordance with Clauses <u>2.3</u> and <u>2.11</u> and Paragraph 6.9 of the CUSC .'	This change is needed to accurately cross reference all relevant paragraphs.
New	16. RESTRICTIVE TRADE PRACTICES ACT	This change has been made as a result of codification

row	<p>Add <u>Any restriction or information provision (as each of those terms are defined or construed in Section 43(1) of the Restrictive Trade Practices Act 1976) contained in this Construction Agreement shall not take effect or shall cease to have effect:-</u></p> <p>(a) <u>if a copy of this Construction Agreement is not provided to the Department of Trade and Industry ("DTI") within 28 days of the date of this Construction Agreement; or</u></p> <p>(b) <u>(b) if, within 28 days of the provision of that copy to the DTI, the DTI gives notice of objection to the party providing it.</u></p>	of the existing agreements.
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