

The Proposal for the UGI Network Code Agreement is to delete all of the provisions of the existing Network Code Agreement pursuant to Clause 26 of that Agreement including the recitals and to replace them with the following.

"WHEREAS:

- (A) UGI is licensed as a gas transporter under Section 7 of the Gas Act 1986;
- (B) UGI has prepared a network code pursuant to the UGI Licence
- (C) This Agreement gives effect and binds the parties to the Network Code

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

1.1 In this Agreement (including the Recitals hereto)

"Accession Agreement" means an Agreement between UGI (on its own behalf and on behalf of all other Parties) and an Applicant User in the form in the Annex hereto;

"Accession Requirements" means the requirements to be complied with by an Applicant User pursuant to the Network Code before the Applicant User may accede to this Agreement;

"iGT UNC Implementation Date" means []

"Network Code" means the network code prepared by UGI pursuant to the UGI Licence as from time to time modified pursuant to the Modification Rules and the UGI Licence.

"Original Parties" means UGI and the persons party to agreements in identical form to this Agreement as at the iGT UNC Implementation Date;

"Party" means subject as provided in Clause 3 the Original Parties and each Applicant User who is admitted as party to this Agreement;

"UGI Licence" means the gas transporter's licence granted to UGI pursuant to Section 7 of the Gas Act 1986 (as amended);

1.2 In this Agreement the terms "Pipeline User", "Applicant User" "Discontinuing User" and "User Discontinuance Date" shall have the respective meanings ascribed thereto under the Network Code.

2. Additional Users

2.1 Where UGI is satisfied that an Applicant User has complied in substance with all of the Accession Requirements. the Parties shall admit the Applicant User as an additional party to this Agreement, for which purposes UGI shall enter into an Accession Agreement with such Applicant User.

- 2.2 Each Party (other than UGI) hereby authorises UGI to sign on its behalf and deliver any Accession Agreement pursuant to Clause 2.1 and undertakes not to withdraw, qualify or revoke such authority.
- 2.3 Upon the execution of an Accession Agreement by UGI and an Applicant User the Applicant User shall become a Party.

3. Discontinuing Users

A Pipeline User who becomes a Discontinuing User shall with effect from the User Discontinuance Date cease to be a Party, but without prejudice to any provision of the Network Code as to the continuance in force of any of its provisions as respects, or of any rights, obligations and liabilities of any such Pipeline User (or as respects such Pipeline User) UGI.

4. Network Code

- 4.1 The Network Code is hereby given effect between and made binding upon each party with effect from the Effective Date.
- 4.2 With effect from the Effective Date, UGI undertakes to each other Party and each other Party undertakes to UGI and (in so far as is contemplated by the Network Code) the other Parties, to comply with and to perform its obligations in accordance with and subject to the Network Code.

5. Status of Agreement

This Agreement and all other agreements to which UGI is a counterparty and which are as at the iGT UNC Implementation Date in identical form to this Agreement shall be read and construed (without prejudice to Clause 2.3) as one agreement.

6. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with English law

The following shall be inserted as an Annex to the Agreement.

Accession Agreement

THIS ACCESSION AGREEMENT is made on _____ between:

- (1) Utility Grid Installations Limited a company registered in England and Wales with company number 3958461 whose registered office is at Energy House, Woolpit Business Park, Bury St Edmunds, Suffolk IP30 9UP ("UGI") on its own behalf and on behalf of all other parties to the Framework Agreement referred to below (the "Other Parties"); and
- (2) [_____] LIMITED, a company registered in [_____] with number [_____] whose registered office is at [_____] (the "Applicant User") which expression shall include its successors and/or permitted assigns.

WHEREAS:

- (A) By the Agreement made between UGI and the Original Parties as now in force pursuant to any Accession Agreement entered into by any other new Party before the date of this Agreement, (the "Framework Agreement") the Parties agreed to give effect to and be bound by the Network Code.
- (B) The Applicant User has complied with the Accession Requirements and wishes to be admitted as an additional Party under the Framework Agreement.

IT IS HEREBY AGREED as follows:

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

6. This Agreement shall be governed by and construed in all respects in accordance with English law

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

Signed by)
for and on behalf of)
Utility Grid Installations Limited)
and the Other Parties)

Signed by)
for and on behalf of)
[] Limited)