

RNG TEMPLATE CONNECTION AGREEMENT

Dated day of 202●

GAS NETWORKS IRELAND

and

[]

RNG CONNECTION AGREEMENT

RNG TEMPLATE CONNECTION AGREEMENT

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**SCHEDULE 8 FINANCIAL SECURITY, COMMITTED GAS FLOW AND REVENUE
REQUIREMENT 66**

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THIS RENEWABLE GAS CONNECTION AGREEMENT is made the day of 202[●]

BETWEEN:

1. **GAS NETWORKS IRELAND**, a designated activity company limited by shares incorporated in Ireland (registered number 555744) ("**Gas Networks Ireland or GNI**") having its registered office at Gasworks Road, Cork T12 RX96; and
 2. The party identified in Schedule 1 (the "**Company**"),
- each a "**Party**" and together the "**Parties**".

BACKGROUND:

- A. Gas Networks Ireland owns and is responsible for the operation, maintenance and development of the Transportation System.
- B. The Company has committed to design, procure and construct and operate the RNG Facility.
- C. The Company has applied for a connection to the Transportation System to enable gas to flow from the RNG Facility to the Transportation System.
- D. Gas Networks Ireland has agreed to undertake the Works required to connect the RNG Facility to the Transportation System in accordance with the terms of this Connection Agreement.

NOW IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Connection Agreement including the Background:

- 1.1.1 "**Accepted**" means in respect of the submission by the Company of an Application that GNI has deemed all conditions to be satisfied by the Company (including payment of any applicable fee, evidence of submission of a planning application (which application has not been rejected) and evidence of title to the Delivery Facility Site).
- 1.1.2 "**Act**" means the Electricity Regulation Act, 1999, as amended;
- 1.1.3 "**Actual Revenue Amounts**" has the meaning in Clause 11.2;
- 1.1.4 "**Additional Commissioning Costs**" means those costs, reasonably incurred in rendering the Connection Facilities fully Operational, which were not known or anticipated at the time of determining the Final Development and Construction Costs;
- 1.1.5 "**Additional Commissioning Costs Contribution**" means the Relevant Percentage of the Additional Commissioning Costs;

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- 1.1.6 **"Affiliate"** means any company or non-corporate entity that controls, is controlled by, or is under common control with a Party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than 50 per cent of the voting rights of the other company or entity; provided that the company shall not be considered an Affiliate of any shareholder, nor shall any shareholder be considered an Affiliate of any other shareholder;
- 1.1.7 **"AGI"** means the above ground installation (if any) to be constructed on the Project Site as part of the Works;
- 1.1.8 **"AGI Lease"** means a lease of the site of the AGI substantially in the same form as the proforma document set out in Schedule 6 Part ●;
- 1.1.9 **"Aggregate Delivered Quantity"** has the meaning in Clause 11.2.2;
- 1.1.10 **"Aggregate Revenue Requirements"** has the meaning in Clause 11.2;
- 1.1.11 **"Agreement Date"** means the date of execution of this Connection Agreement;
- 1.1.12 **"Application"** means the Renewable Gas Connection Request Application Form (as prescribed by GNI from time to time) submitted by the Company to GNI in respect of the Delivery Facility a copy of which as Accepted is included in Schedule 5;
- 1.1.13 **"Approved Rating"** means an A2 or an A rating of long-term debt given by Moody's and/or Standard & Poor's, or another equivalent internationally recognised credit rating agency reasonably satisfactory to Gas Networks Ireland;
- 1.1.14 **"Attributable Tariff"** means the applicable tariff payable under the Code of Operations in respect of RNG Entry Capacity, Exit Capacity and/or Supply Point Capacity as the case may be;
- 1.1.15 **"Balance of Development and Construction Costs"** means the amount by which the Final Development and Construction Costs exceeds the amount paid by the Company in respect of the Company Development and Construction Costs Contribution and the Supplemental Economic Cost Contribution;
- 1.1.16 **"Biomethane Network Entry Facility"** or **"BNEF"** means a sealed unit owned and operated by Gas Networks Ireland incorporating such equipment as Gas Networks Ireland may determine from time to time (including during performance of this Connection Agreement) and which may include but shall not be limited to:
- (a) Gas analysis metering and sampling equipment;
 - (b) pressure regulations/compression system;

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- (c) Diverter valve;
 - (d) Telemetry Unit;
 - (e) ROV; and
 - (f) Odourisation equipment/Odourisation Monitoring equipment.
- 1.1.17 **“Block Value Station”** means the block valve station to be constructed [on the Project Site] as part of the Works;
- 1.1.18 **“Business Days”** means Monday to Friday (inclusive) excluding public and bank holidays and days on which banks close for business in Ireland;
- 1.1.19 **“Capital Recovery Amount”** means the NPV of the Balance of the Development and Construction Costs as calculated in accordance with Clause 7.7;
- 1.1.20 **“Capital Recovery Period”** means a period of 7 (seven) calendar years commencing on the day notified by Gas Networks Ireland to the Company as the date upon which the Connection Facilities are Operational pursuant to Clause 6.6;
- 1.1.21 **“Certificate of Substantial Completion”** has the meaning given to it in Clause 5.4;
- 1.1.22 **“Code of Operations”** means the Gas Networks Ireland code of practice for the operation of the Transportation System approved by the Commission as modified from time to time;
- 1.1.23 **“Commission”** means the Commission for Regulation of Utilities established pursuant to section 8 of the Act or any successor body or authority;
- 1.1.24 **“Committed Gas Flow”** means the minimum aggregate quantity of Renewable Natural Gas, expressed in kWhr, to be delivered at the RNG Entry Point during the period of 10 (ten) years from the date on which the RNG Entry Point is Operational including during the Capital Recovery Period as set out in respect of each year of such 10 (ten) year period in Schedule 8 or such other quantities as may be agreed in writing between the parties once the Final Development and Construction Costs are known;
- 1.1.25 **“Commissioning”** means the activities to be carried out in respect of inter alia the Connection Facilities (as appropriate) following Substantial Completion including leak testing, gassing-up and pressurising in order to make the Connection Facilities fully capable of delivering commercial quantities of RNG to the Transportation System and the term “Commissioned” shall be construed accordingly;
- 1.1.26 **“Company Development and Construction Costs Contribution”** means the Relevant Percentage of the Final Development and Construction Costs;

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- 1.1.27 **“Company's Premises”** means the premises owned and occupied by the Company as more particularly identified and outlined on the Site Plan;
- 1.1.28 **“Competent Authority”** means the Department, Commission or any local, national or supra-national agency, authority, department, inspectorate, official, court, tribunal, or public or statutory person (whether autonomous or not) of the European Union (including the European Parliament and Council and any Member State of the European Union) which has jurisdiction where relevant over Gas Networks Ireland, the Transportation System or that part of the South-North Pipeline located in the Republic of Ireland;
- 1.1.29 **“Conditions Precedent”** means the conditions precedent to the performance of the Parties obligations in this Connection Agreement as set out in Clause 3.3;
- 1.1.30 **“Conditions Subsequent”** means the conditions subsequent to the performance of the Parties obligations in this Connection Agreement as set out in Clause 3.6;
- 1.1.31 **“Confidential Information”** has the meaning provided in Clause 18;
- 1.1.32 **“Connected System Agreement”** or **“CSA”** means the agreement (of that name) to be entered into between Gas Networks Ireland as operator of the Transportation System and the RNG Facility Operator outlining specific inter-operator arrangements at the Connection Point;
- 1.1.33 **“Connection Agreement”** means this RNG Connection Agreement;
- 1.1.34 **“Connection Facilities”** means facilities and equipment required to connect the Delivery Facility to the Transportation System at the Connection Point including the Pipeline, BNEF and AGI, the location of which is more particularly identified on the Works Plans;
- 1.1.35 **“Connection Policy”** means the Gas Networks Ireland Connection Policy as such policy as amended from time to time and published on the Gas Networks Ireland website;
- 1.1.36 **“Connection Point”** means the outlet flange at which the Delivery Facility may be connected to the Transportation System (as more particularly identified [in red] on the Site Plan or in such other location as may be agreed between the Parties) such that gas would be capable of being delivered from the Delivery Facility to the Transportation System and which is intended to be the location of an RNG Entry Point;
- 1.1.37 **“CP Longstop Date”** means the date identified in Schedule 1 or such later date as may be agreed in writing between the Parties;

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- 1.1.38 **“CS Longstop Date”** means the date falling six weeks after the date on which the Company receives an engrossed copy of the Deed of Easement from Gas Networks Ireland for execution in accordance with Clause 4.3.1 or such later date as may be agreed in writing between the Parties;
- 1.1.39 **“Declaration of Conformance”** means the Declaration of Conformance – Stage 1 and/or the Declaration of Conformance Stage 2 (as the context requires);
- 1.1.40 **“Declaration of Conformance Stage 1”** shall mean a declaration certifying that the installation, plant and equipment installed or required to be installed at the RNG Facility in order to ensure safe and secure operation of the RNG Facility has been properly installed conforms to all applicable standards exhibiting all third party certificates with respect to such installation, conformance and testing duly signed and in such form as shall be reasonably acceptable to Gas Networks Ireland to enable Gas Networks Ireland undertake the Tie-In to facilitate post Tie-In Commissioning and substantially in the form set out in Part I of Schedule 7;
- 1.1.41 **“Declaration of Conformance – Stage 2”** shall mean the declaration certifying that the installation, plant and equipment installed or required to be installed (if any) at the RNG Facility in order to ensure safe and secure operation of the RNG Facility has been properly installed conforms to all applicable standards, has satisfied all site acceptance tests and exhibiting all third party certificates with respect to such installation, conformance and testing and confirm satisfactory completion of commissioning and interoperability with the Transportation System duly signed and in such form as shall be reasonably acceptable to Gas Networks Ireland and substantially in the form set out in Part 2 of Schedule 7 and which will be delivered following completion of the RNG Facility;
- 1.1.42 **“Deed of Easement”** means a deed of easement in substantially the same form as the pro forma document set out in Schedule 6 Part 1;
- 1.1.43 **“Deed of Transfer”** means a deed of transfer in substantially the same form as the pro forma document set out in Schedule 6 Part 2;
- 1.1.44 **“Delivered Quantity”** shall have the meaning given to that term in Clause 11.1;
- 1.1.45 **“Delivery Facility”** means the facilities, equipment (including plant or equipment in which gas is to be compressed) or other property of the Company located upstream of the Connection Point and which is to be used to flow RNG from the RNG Upgrading Facility to the Connection Point;

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- 1.1.46 **“Department”** shall mean the Department of Housing, Local Government and Heritage or such other government department as shall have jurisdiction over Gas Networks Ireland from time to time;
- 1.1.47 **“Development and Construction Costs”** means all costs and expenses incurred, directly or indirectly, by or on behalf of Gas Networks Ireland in respect of the Works and in the performance of its obligations in accordance with this Connection Agreement including all costs incurred in relation to:
- (a) all attributable overheads, insurances, financing costs, professional fees and any and all other costs incurred by Gas Networks Ireland in relation to or arising out of the Works prior to or following the Agreement Date in connection with the preparation, negotiation, completion and implementation of this Connection Agreement;
 - (b) all costs associated with any delay to the Works;
- 1.1.48 **“Dispute”** means a difference or dispute of whatsoever nature between the Parties arising out of or in connection with this Connection Agreement;
- 1.1.49 **“Easement”** means the land rights acquired or to be acquired from landowners (including where applicable the Company or its affiliate) in respect of the Pipeline Route;
- 1.1.50 **“Effective Date”** means the date upon which all of the Conditions Precedent have been either satisfied or waived in accordance with Clause 3;
- 1.1.51 **“Estimate”** means the amount identified in Schedule 1 as being the estimate of Development and Construction Costs and the term **“Estimated”** and **“Estimated Development and Construction Costs”** shall be constructed accordingly;
- 1.1.52 **“Estimated Development and Construction Costs Contribution”** means the Relevant Percentage of the Estimate;
- 1.1.53 **“Estimated Supplemental Economic Test Contribution”** means the amount of the Supplemental Economic Test Contribution calculated by reference to the Estimate set out in Schedule 1;
- 1.1.54 **“Euribor”** means, as determined on the date on which a sum becomes payable, the percentage rate per annum for deposits in Euro for a six (6) month period which appears on Dow Jones (formerly Telerate) (or any successor service) page 248 (or any relevant successor page) as of 11:00 am (Brussels time) on date. If no such quotation is available, EURIBOR will be the rate per annum for deposits in Euro determined to be equal to the arithmetic mean (rounded upwards to four decimal places) of the rates at which each of at least three banks who generally provided quotes

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on Dow Jones (formerly Telerate) page 248 when quotations were last available thereon was offering to prime banks in the European interbank market deposits in Euro for a six month specified period at or about 11:00 am on such date as the relevant sum becomes payable;

- 1.1.55 **"Expert"** means the party appointed in accordance with Clause 16.2;
- 1.1.56 **"Final Development and Construction Costs"** means the total amount of the Development and Construction Costs as notified under Clause 7.2;
- 1.1.57 **"Financial Security"** has the meaning given to it in Clause 9.1;
- 1.1.58 **"First Stage Payment"** means the sum of [€10,000.00 (ten thousand euro)] paid by the Company to Gas Networks Ireland prior to the Agreement Date;
- 1.1.59 **"Force Majeure"** means any event which:

- (a) is not within the reasonable control of a Party;
- (b) could not have been prevented or the consequences of which could not have been prevented by a Party acting and having acted as a Reasonable and Prudent Operator; and
- (c) has the effect of preventing a Party from complying with its obligations under this Connection Agreement, including:

for the purposes of this Connection Agreement an "event" shall mean any event or circumstance, or number of events or circumstances, or combination thereof, including:

- (1) acts of terrorists;
- (2) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- (3) sabotage or acts of vandalism, criminal damage or the threat of such acts;
- (4) extreme weather or environmental conditions including lightening, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;

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- (5) any change of legislation, governmental order, restraint or Directive having the effect of preventing or delaying the Works;
- (6) a strike or any other form of industrial action by persons employed by the affected Party or by an Affiliate of the affected Party or by any contractor, subcontractor or agent of the affected Party or any such Affiliate;
- (7) any strike related to the Works which is part of a labour dispute of a national character occurring in the Republic of Ireland or elsewhere;
- (8) the act or omission of any contractor, subcontractor or supplier of either Party but only if due to an event which, but for the contractor, subcontractor or supplier not being a Party to this Connection Agreement, would have been Force Majeure;
- (9) the discovery of Toxic and Dangerous Waste at the Project Site; and
- (10) an outbreak of Foot and Mouth disease.

Provided that Force Majeure shall not include:

- (1) lack of funds and/or the inability of a Party to pay;
- (2) mechanical or electrical breakdown or failure of machinery or plant owned or operated by either Party other than as a result of the circumstances identified in (1) to (10) above.

1.1.2 **"GNI Site"** means the land within the Project Site upon which the Connection Facilities are or will be located, the ownership of which shall be transferred by the Company to Gas Networks Ireland pursuant to Clause 4.1 and as more particularly identified and outlined in red on the map in Schedule 2 Part 1 together with a Right of Way over the property coloured yellow on that map.

1.1.3 **"Hazardous Materials"** means any pollutants, contaminants, radio-active explosive, oxidising, flammable, toxic, harmful, corrosive, irritant, dangerous, hazardous, infectious, carcinogenic, teratogenic, etiologic or mutagenic substances, materials constituents, chemicals, preparations or waste (including without limitation petroleum or any by-products of fractions thereof, any form of natural gas, asbestos and asbestos containing material or any derivations thereof, polychlorinated biphenyls ("PCB") and PCB containing equipment, radon or radio-active elements, pesticides and defoliants or any other meanings ascribed to such terms by

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any applicable environmental laws), which are prohibited or restricted under applicable environmental laws;

- 1.1.4 “**IEI**” means the Institute of Engineers of Ireland;
- 1.1.5 “**Legal Requirement**” has the meaning given to it in the Code of Operations;
- 1.1.6 “**Loss**” means any and all loss, damage, liability, payment or obligation and all costs and expenses (including legal and consultancy fees) and “**Losses**” shall be construed accordingly;
- 1.1.7 “**Natural Gas**” has the meaning given to that term in the Code of Operations;
- 1.1.8 “**Operational**” means that Connection Facilities have been fully Commissioned the Safety Case has been revised to include the Connection Facilities and an RNG Entry Point has been established and declared in accordance with the Code of Operations at the Connection Point;
- 1.1.9 “**Pipeline**” means the pipeline (if any) to be constructed as part of the Works to connect the Delivery Facility to the Transportation System;
- 1.1.10 “**Pipeline Route**” means the route over which the Pipeline will be constructed as illustrated in the Pipeline Route Plan;
- 1.1.11 “**Pipeline Route Plan**” means the plan of the Pipeline Route which will be finalised as part of the Works prior to the construction of the Pipeline, an initial indicative copy of which is set out at Schedule 2 Part 2;
- 1.1.12 “**Preliminary Site Investigations**” means any and all investigations, examinations or removal of samples relating to the surface and / or subsurface conditions at the Project Site (including any report prepared as a result of such investigation or examination) or Pipeline Route and shall include any trial pits, bore holes, excavation works, extracting of samples, temporary or permanent structures or installation of any materials or equipment on the surface and / or in the subsurface of the Project Site or Pipeline Route;
- 1.1.13 “**Pre-operational Phase**” means the period from and including the Effective Date until the date on which the Connection Facilities are Operational and Financial Security has been provided for the Capital Recovery Period;
- 1.1.14 “**Programme**” means the expected timetable for the achievement of the Works as may be revised by Gas Networks Ireland from time to time in accordance with Clause 5, an initial version of which is incorporated in Schedule 3;

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- 1.1.15 **"Project Site"** means the site on which the Works are to be undertaken and any other areas of land on, adjacent to, or in the proximity of, the Company's Premises (as more particularly described in the map appended at Part 2 of Schedule 2) upon which Gas Networks Ireland and its contractors or subcontractors shall be required to enter for the purpose of the Works;
- 1.1.16 **"Reasonable and Prudent Operator"** has the meaning given to it in the Code of Operations;
- 1.1.17 **"Relevant Approval"** means any licence, consent, authority, permission, permit or approval (statutory or otherwise) required by or from a Competent Authority in connection with the Works;
- 1.1.18 **"Renewable Natural Gas" or "RNG"** has the meaning given to it in the Code of Operations;
- 1.1.19 **"Required Insurances"** mean the insurances that each Party is required to maintain pursuant to Clause 14 in this Connection Agreement;
- 1.1.20 **"Relevant Percentage"** means the percentage of the Development and Construction Costs for which the Company is liable as determined in accordance with the Connection Policy, [being 30%];
- 1.1.21 **"RNG Entry Point"** has the meaning given to it in the Code of Operations;
- 1.1.22 **"RNG Facility"** means the RNG Upgrading Facility and the Delivery Facility;
- 1.1.23 **"RNG Facility Operator" or "RFO"** means the operator for the time being of the RNG Upgrading Facility and the Delivery Facility (and which may or may not be the Company);
- 1.1.24 **"RNG Upgrading Facility"** means the facilities, equipment, or other property of the Company and which is used by it to treat or upgrade biogas to biomethane;
- 1.1.25 **"Revenue Requirement"** means the aggregate of annual revenue which is forecasted to be derived from tariffs associated with the Committed Gas Flow in the Capital Recovery Period and which GNI must receive in respect of that period and identified separately in respect of each year of the Capital Recovery Period and which in aggregate is forecasted to recover the Capital Recovery Amount;
- 1.1.26 **"Safety Case"** means a document prepared as such by Gas Networks Ireland as required by and in accordance with the Gas Safety Regulatory Framework for Ireland as prescribed by the Commission;
- 1.1.27 **"Shipper"** has the meaning given to it in the Code of Operations;

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- 1.1.28 **“Shortfall Amount”** means an amount calculated in accordance with Clause 11;
- 1.1.29 **“Site Plan”** means the maps or plans outlining the Company’s Premises, the GNI Site and, where relevant, the location of the AGI and the Connection Point, which will be finalised as part of the Works prior to the construction of the Connection Facilities initial indicative copies of which are set out at Schedule 2 Part 1;
- 1.1.30 **“Statement”** has the meaning in Clause 11;
- 1.1.31 **“Statement Date”** has the meaning in Clause 11;
- 1.1.32 **“Substantial Completion”** means that the Works have been completed such that hydrostatic and/or pneumatic testing of the Connection Facilities has been successfully completed provided that the completion of such Works shall not be dependent on completion of:
- (a) the Delivery Facility; or
 - (b) the physical connection of the Delivery Facility at the Connection Point;
- 1.1.33 **“Substantial Completion Date”** means the date on which Works excluding Tie-in are certified by Gas Networks Ireland as having achieved Substantial Completion;
- 1.1.34 **“Supplemental Economic Test Contribution”** means an amount calculated as such in accordance with the Gas Network Ireland Connection Policy by reference to the Final Development and Construction Costs;
- 1.1.35 **“Target Completion Date”** means the date upon which Gas Networks Ireland reasonably expects that the Connection Facility will achieve Substantial Completion;
- 1.1.36 **“Termination Costs”** the amount calculated as follows, where “TC” is the total amount to be paid by the Company

$$TC = (A + B) - C$$

Where:

- A is the Development and Construction Costs incurred up to the date on which this Connection Agreement terminates;
- B is all costs which arise out of the termination of this Connection Agreement including (i) all non-recoverable cancellation charges and internal Gas Networks Ireland costs and (ii) all costs

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associated with termination of contracts and arrangements referable to the Works, in each case, irrespective of whether such costs are incurred before or after termination of this Connection Agreement; and

C is the aggregate of all amount(s) paid by the Company pursuant to Clause 10.

Provided that where the above formula arrives at a negative amount for TC, Gas Networks Ireland shall refund such amount to the Company;

- 1.1.37 **“Tie-In Work”** and **“Tie-In”** means the works required to be undertaken by or on behalf of the Company to complete the tie-in of the Delivery Facility to the Connection Facilities;
- 1.1.38 **“Toxic and Dangerous Waste”** means any Hazardous Materials on, in or under the Project Site at the Agreement Date, or which is brought onto or placed on, in or under the Project Site by the Company or its Affiliate after the Agreement Date without the written consent of Gas Networks Ireland, in such quantities or such concentrations as to constitute risk to health or the environment or which are required to be disposed of pursuant to any Legal Requirements;
- 1.1.39 **“Transportation System”** means the transmission system and distribution systems for the transportation of Natural Gas in the Republic of Ireland owned and operated by Gas Networks Ireland under the regulation of the Commission and which following Substantial Completion shall include the Connection Facilities up to and including the Connection Point;
- 1.1.40 **“Value Added Tax” or “VAT”** means value-added tax under the Value-Added Tax Consolidation Act 2010 (as amended) and any other tax of a similar nature;
- 1.1.41 **“Works”** means the permanent and temporary works required for the design, construction, completion and Commissioning of the Connection Facilities including:
- (a) the planning and design of the Connection Facilities including any environmental or other surveys which may be required;
 - (b) the carrying out of Preliminary Site Investigations;
 - (c) the obtaining of all Relevant Approvals (save to the extent that such Relevant Approvals are required or agreed to be secured by the Company and provided to Gas Networks Ireland pursuant to this Connection Agreement);

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- (d) the procurement and purchase of the equipment and associated materials required for the Connection Facilities;
- (e) the procurement, award and management of the building and supply contract for the Works;
- (f) the construction and, where relevant, the installation, modification, inspection, operation, testing, repairing, renewing, maintaining, isolating and protecting of all temporary and permanent works relating to the Connection Facilities;
- (g) the removing of equipment, materials or temporary works or any part thereof;
- (h) the Commissioning of the Connection Facilities;
- (i) the acquisition of the GNI Site;
- (j) the maintaining of all Relevant Approvals obtained by Gas Networks Ireland; and
- (k) any and all remedial works required to the Connection Facilities

to be undertaken by or on behalf of Gas Networks Ireland in accordance with Clause 5 and Clause 6;

1.1.42 **“Works Plans”** means the Site Plan and the Pipeline Route Plan.

1.2 Words which appear in uppercase but which are not otherwise defined in this Connection Agreement shall where the context so requires have the meaning given to such terms in the Code of Operations.

1.3 Unless the context otherwise requires, any reference in this Connection Agreement to:

1.3.1 any gender includes the other;

1.3.2 a particular Part, Section or Appendix is to a Part, Section or Appendix of the Code of Operations;

1.3.3 to “law” or similar expression includes all or any bye-law, certificate, decree, directive, injunction, instrument, judgment, law (including common law and equity), legislation, notice, order, regulation, requirement, resolution, statute, statutory instrument, treaty and any binding code of conduct, code of practice, guidance note or standard of any administrative, executive, governmental, judicial or regulatory agency, authority, body or court in any jurisdiction or anything similar to any of the foregoing;

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- 1.3.4 any agreement, instrument or code (including the Code of Operations) is to the same as amended, novated, modified, supplemented or replaced from time to time;
 - 1.3.5 a recital, Clause or schedule is to a recital, Clause or schedule of this Connection Agreement;
 - 1.3.6 general words shall not be given a restrictive meaning by reason of being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.3.7 a "**Person**" shall be construed as a reference to any person, firm, company, corporation, Government or Agency of a State or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - 1.3.8 a person includes that person's legal or personal representative, permitted assigns and successors;
 - 1.3.9 "**time**" shall be construed by reference to whatever time may from time to time be in force in Ireland;
 - 1.3.10 the singular shall include the plural and vice versa;
 - 1.3.11 all references in this Connection Agreement to "indemnity" and "indemnifying" any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person, and all loss or damage and all payments, costs or expenses made or incurred by that person, as a consequence of or which would not have arisen but for that circumstance; and
 - 1.3.12 words not otherwise defined that have well-known and generally acceptable technical or trade meanings in the gas industry are used in this Connection Agreement in accordance with such recognised meanings.
- 1.4 Where a word or expression is defined in this Connection Agreement cognate words and expressions shall be construed accordingly.
- 1.5 In this Connection Agreement headings are for ease of reference only and shall not affect its construction.
- 1.6 Where there is conflict between this Connection Agreement and the Code of Operations, the Parties agree that this Connection Agreement shall take precedence.

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- 1.7 References to “**this Connection Agreement**” shall mean the recitals and Clauses of this Connection Agreement and the Schedules, all of which are to be read as one document.
- 1.8 Where two or more persons are the Company, references to the Company are to those persons collectively and the obligations and liabilities are, and are to be treated as, undertaken jointly and severally.
- 1.9 For the avoidance of doubt, nothing in this Connection Agreement shall, or shall be read or construed to:
- 1.9.1 constitute the Connection Point as an RNG Entry Point within the meaning of the Code of Operations;
 - 1.9.2 entitle the Company to capacity in the Transportation System or any part thereof;
 - 1.9.3 oblige Gas Networks Ireland to connect or permit the connection of the Delivery Facility to the Transportation System such that gas may be delivered at the Connection Point; or
 - 1.9.4 oblige Gas Networks Ireland to accept and process an application from a Shipper to become a Registered Shipper in respect of an RNG Entry Point at the Connection Point,

it being acknowledged and agreed by the Parties that such matters are outside the scope of this Connection Agreement and are subject to, amongst other things, legal and regulatory requirements, and the Code of Operations.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 **Company Representations:** The Company represents and warrants to Gas Networks Ireland that on the Agreement Date and on an on-going basis throughout the term of this Connection Agreement:
- 2.1.1 it has full power and authority (corporate and otherwise) to enter into and to exercise its rights and perform its obligations under this Connection Agreement and has obtained all authorisations and consents necessary for it to so enter, exercise rights and perform obligations and such authorisations and consents are in full force and effect;
 - 2.1.2 performance of this Connection Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Company is a party or any judgement, order, statute or regulation which is applicable to the Company;
 - 2.1.3 the obligations expressed to be assumed by it under this Connection Agreement are legal and valid obligations binding on it;

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- 2.1.4 all payments to be made by it under this Connection Agreement may be made free and clear of, and without deduction for or on account of, any taxes whatsoever;
- 2.1.5 no representation or warranty made by or on behalf of the Company and contained in this Connection Agreement and no statement contained in any submission to Gas Networks Ireland, declaration or other instrument made by or on behalf of the Company in connection with this Connection Agreement contains any false or misleading representation of a material fact, or omits to state a material fact necessary to prevent such statements, in the light of the circumstances under which they are made, from being misleading; and
- 2.1.6 in connection with the negotiation and execution of this Connection Agreement:
 - (a) it is acting as a principal (and not as an agent or in any other capacity, fiduciary or otherwise);
 - (b) it is not relying upon any advice, counsel or representations (whether written or oral) of any other party other than the representations expressly set out in this Connection Agreement;
 - (c) it has made its own decision regarding the entering into of this Connection Agreement based upon its own judgement and upon the advice from such professional advisers as it has deemed necessary to consult;
 - (d) all of its decisions regarding this Connection Agreement have been the result of arms' length negotiations between the Parties; and
 - (e) it has a full understanding of the terms, conditions and risks (economic and otherwise) of this Connection Agreement, and is capable of assuming and willing to assume (financially and otherwise) those risks.
- 2.2 **Gas Networks Ireland Representation:** Gas Networks Ireland represents and warrants to the Company that on the Agreement Date and on an on-going basis throughout the term of this Connection Agreement:
 - 2.2.1 it has full power and authority to enter into this Connection Agreement;
 - 2.2.2 performance of this Connection Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Gas Networks Ireland is a party or any judgement, order, statute or regulation which is applicable to Gas Networks Ireland;

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- 2.2.3 the obligations expressed to be assumed by it under this Connection Agreement are as at the date hereof legal and valid obligations binding on it;

3. CONDITIONS PRECEDENT, SUBSEQUENT AND DURATION

- 3.1 **Commencement:** Subject to Clause 3.2, this Connection Agreement shall commence and be binding on the Parties from the Agreement Date and shall continue in full force and effect until such time as each Party has fully performed its obligations under this Connection Agreement unless terminated earlier in accordance with Clause 15.
- 3.2 **Conditions Precedent:** The obligations of Gas Networks Ireland under this Connection Agreement shall be conditional on the satisfaction by the Company, or waiver by Gas Networks Ireland (acting reasonably), of the conditions set out in Clause 3.3.
- 3.3 **Conditions Precedent:** The performance by Gas Networks Ireland of those works identified in parts (a) to (g) of the definition of Works shall be conditional upon the Company satisfying the following conditions on or prior to the CP Longstop Date:
- 3.3.1 provide Gas Networks Ireland with evidence of the authority of any person or persons executing or attesting the execution of this Connection Agreement on behalf of the Company and any other document on its behalf to do so and in each case certified to be a true copy by a director or secretary of the Company;
- 3.3.2 provide Gas Networks Ireland with a copy of a resolution of the board of directors authorising the execution of the performance by the Company of its obligations under this Connection Agreement and each of the documents to be executed by it and a resolution of the board of directors authorising the execution by the Company of the transfer or conveyance (as applicable) of the ownership of the GNI Site where required pursuant to Clause 4.1 and the granting to the Gas Networks Ireland of all such the consents, wayleaves and/or easements as may be required pursuant to Clauses 4.3;
- 3.3.3 provide Gas Networks Ireland with a copy of the Company's tax clearance certificate from the Revenue Commissioners;
- 3.3.4 payment of the Estimated Development and Construction Cost Contribution less the First Stage Payment on or within 10 (ten) Business Days of the Agreement Date;
- 3.3.5 payment of the Estimated Supplemental Economic Test Contribution (if any) on or within 10 (ten) Business Days of the Agreement Date;
- 3.3.6 provide Financial Security in respect of the Pre-operational Phase in accordance with the requirements of Clause 9;

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- 3.3.7 provide valid and subsisting planning approval in respect of the Connection Facilities;
- 3.3.8 provide valid and subsisting planning approval for the Delivery Facility; and
- 3.3.9 such other conditions (if any) as may be included in Schedule 4.

For The purpose of clause 3.3.7 and 3.3.8 planning approval shall only be treated as valid and subsisting if the period of validity of the planning approval extends until at least the Target Completion Date.

- 3.4 **Notice of Satisfaction:** Gas Networks Ireland shall notify the Company in writing when all Conditions Precedent are satisfied.
- 3.5 **Termination for Failure to satisfy Conditions Precedent:** Notwithstanding any other provision of this Connection Agreement, if any of the Conditions Precedent have not been satisfied, or waived by Gas Networks Ireland (acting reasonably), by the CP Longstop Date (or such later date as Gas Networks Ireland may otherwise agree in writing), Gas Networks Ireland shall be entitled to terminate this Connection Agreement forthwith on notice to the Company in accordance with Clause 15.1.4. Until such time as notice of termination is given under Clause 15.1.4, the Company shall continue to use all reasonable endeavours to satisfy the outstanding Conditions Precedent as soon as is reasonably practicable.
- 3.6 **Conditions Subsequent:** The performance by Gas Networks Ireland of those works identified in parts (h) to (k) of the definition of Works shall be conditional upon the Company satisfying the following conditions on or prior to the CS Longstop Date:
 - 3.6.1 each of the representations and warranties of the Company set out at Clause 2 continue to be true and accurate;
 - 3.6.2 the Company not being in breach of this Connection Agreement; and
 - 3.6.3 the Company having satisfied the requirements of Clauses 4.1 and 4.3.1.
- 3.7 **Termination for Failure to satisfy Conditions Subsequent:** Notwithstanding any other provision of this Connection Agreement, if any of the Conditions Subsequent have not been satisfied, or waived by Gas Networks Ireland (acting reasonably), by the CS Longstop Date (or such later date as Gas Networks Ireland may otherwise agree in writing), Gas Networks Ireland shall be entitled to terminate this Connection Agreement forthwith on notice to the Company in accordance with Clause 15.1.5. Until such time as notice of termination is given under Clause 15.1.5, the Company shall continue to use all reasonable endeavours to satisfy the outstanding Conditions Precedent as soon as is reasonably practicable.

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4. THE SITE AND ACCESS REQUIREMENTS

- 4.1 **GNI Site:** By no later than the CS Longstop Date, the Company shall execute and deliver or procure the execution and delivery of the Deed of Transfer to Gas Networks Ireland of the ownership of the GNI Site together with a right of way over the property coloured yellow on the map in Schedule 2 Part 1.
- 4.2 **Wayleave Consent Form:** Within three weeks of receipt by the Company from Gas Networks Ireland of the Wayleave Consent Form and in any event by no later than the CS Longstop Date, the Company shall provide Gas Networks Ireland with the Wayleave Consent Form duly signed and witnessed by a practicing solicitor together with prima facie evidence of title to that part of the Pipeline Route located on the Company's Premises.
- 4.3 **Deed of Easement:**
- 4.3.1 By no later than the CS Longstop Date, the Company shall execute and deliver, or procure the execution and delivery of, the Deed of Easement and such completion deliverables, including declarations, searches, title and any third party consents for that part of the Pipeline to be located on the Company's Premises (if any).
- 4.3.2 The Company hereby agrees and authorises Gas Networks Ireland, to substitute any of the drawings appended to the Deed of Easement where required following the Substantial Completion Date to reflect the as-laid position the Pipeline. Provided however in the event of there being a significant deviation between the proposed pre-construction Pipeline Route as shown on the pre-construction drawing and the actual Pipeline Route to be constructed, Gas Networks Ireland will obtain the written approval from the Company to same prior to construction of the actual Pipeline Route (which consent or approval shall not be unreasonably withheld or delayed).
- 4.4 **Provide Access to Gas Networks Ireland:** The Company hereby grants safe, free and unrestricted access (which access may not be exclusive) for Gas Networks Ireland and all parties acting on its behalf (including its or their contractors or subcontractors), to the Project Site or any part of the Company's Premises when reasonably required in connection with the Works and the mobilisation and/or demobilisation of the Works. The Company shall not unreasonably interfere with or restrict the carrying out of the Works.
- 4.5 **Conditions of Access:** All rights of access for Gas Networks Ireland under this Connection Agreement shall include the right to bring on to the Company's Premises such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the rights access is granted. Any individual to whom access is given under the Connection Agreement shall comply with all reasonable directions given by the Company and its appropriately authorised employees and agents as to general safety and site security requirements, prior to and

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when present on the Company's Premises. All such rights shall be exercisable free of charge or payment of any kind.

- 4.6 **Site Records and Information:** The Company shall supply all information which Gas Networks Ireland and all parties acting on its behalf (including its or their contractors and subcontractors), may reasonably request or require for the proper performance of Gas Networks Ireland's obligations pursuant to this Connection Agreement. The Company shall provide such information as soon as reasonably practicable following receipt of a request from which Gas Networks Ireland and all parties acting on its behalf. The Company shall be responsible for ensuring that all information provided to Gas Networks Ireland is materially accurate and shall be liable for any additional costs arising from the provision of materially inaccurate information to Gas Networks Ireland.
- 4.7 **Provide all existing Project Site Investigations:** The Company shall provide Gas Networks Ireland with copies of all reports of any Project Site investigations carried out by, or on behalf of, the Company or in its possession, including any guidance notes issued and studies, assessments and reports commissioned by the Company which are relevant to the Works and the Company's obligations pursuant to this Connection Agreement.
- 4.8 **Company's Access:** The Company shall not have rights of access to the GNI Site (other than in the event of an emergency) at any time other than as may have been previously agreed in writing by Gas Networks Ireland for the purpose of carrying out by the Company of the Company's obligations under the Connection Agreement.
- 4.9 **Conditions at the Project Site:** Gas Networks Ireland shall not be deemed prior to the Effective Date to have:
- 4.9.1 inspected and examined the Project Site and surroundings;
 - 4.9.2 satisfied itself as to the nature of the climatic, hydrological and general conditions of the Project Site, the nature of the ground and subsoil, the form and nature of the Project Site, the risk of injury or damage to property adjacent to the Project Site and to occupiers of such property, the nature of materials (whether natural or otherwise) to be excavated and the nature of the design, work and materials necessary for the execution of the Works;
 - 4.9.3 satisfied itself as to the access to and through the Project Site and the accommodation it may require, the possibility of interference by third parties with access to or use of the Project Site and the precautions and times and methods of working necessary to prevent any nuisance or interference which might give rise to any legal action by any third parties; and
 - 4.9.4 obtained all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the completion of the Works (including the risks, contingencies and all other circumstances in connection with any existing buildings), and its obligations to design, execute, complete, commission, test and

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maintain the Works and its other obligations in respect of the Works under this Connection Agreement.

- 4.10 The Company shall procure the development, completion, commissioning and certification of the RNG Facility in accordance with this Connection Agreement and delivery of the Declaration of Conformance Stage 1 to Gas Networks Ireland not later than the Target Completion Date and deliver the Declaration of Conformance Stage 2 to Gas Networks Ireland within 7 days after Commissioning or such other date as may be agreed in writing between the Parties.
- 4.11 **Continuing obligations:** The obligations of the Company pursuant to Clause 4.1 and 4.3 shall continue in full force and effect and be fully binding on the Company, notwithstanding termination or expiry, until such time as Gas Networks Ireland confirms in writing to the Company that the Company has complied with its obligations pursuant to Clause 4.1, 4.2 and 4.3, notwithstanding partial performance of this Clause and/or this Connection Agreement by the Company.
- 4.12 **Attendance at Site Acceptance Testing.** The Company shall provide not less than seven (7) days' notice of any proposed site acceptance test in respect of the Delivery Facility to Gas Networks Ireland and Gas Networks Ireland and/or its duly appointed contactors, agents or consultants shall be entitled to be in attendance at any such tests.

5. THE WORKS

- 5.1 **Standard of Performance:** The Works shall be carried out and completed by Gas Networks Ireland in accordance with the standard of a Reasonable and Prudent Operator.
- 5.2 **Relevant Approvals:** Gas Networks Ireland shall use all reasonable endeavours to procure all Relevant Approvals which may be required by Gas Networks Ireland to fulfil its obligations under this Connection Agreement (but excluding planning approval for the Works located within the Company's Premises which the Company shall provide) and conclude all agreements necessary for the performance of its obligations under this Connection Agreement in a timely manner immediately following the Agreement Date.
- 5.3 **Obligations during period of the Works:** Gas Networks Ireland shall:
- 5.3.1 use reasonable endeavours to ensure that the Works are undertaken and completed so as to achieve Substantial Completion by the Target Completion Date;
 - 5.3.2 provide to the Company a reasonably detailed Programme for the completion of the Works;
 - 5.3.3 continually monitor the progress of the Works against the then current Programme and provide to the Company a monthly report on the progress of the Works;

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- 5.3.4 on the occurrence, or likely occurrence, of an event or circumstance referred to in Clause 5.5 or following the occurrence of an event or circumstances of Force Majeure, notify the Company of the particular event or circumstance as soon as reasonably practicable after it becomes aware and provide information regarding the nature and likely duration of the event or circumstance and the impact it is likely to have on the Programme and, where applicable, on the Development and Construction Costs; and
- 5.3.5 as soon as practicable following the notification given under Clause 5.3.4, provide to the Company an updated Programme and, where applicable, include a revised Target Completion Date.

it being acknowledged by the Company that the obligation of Gas Networks Ireland to undertake those part of the Works referred to in (d), (e), (f) and (h) of the definition of Works is conditional on GNI being in receipt of all necessary Relevant Approvals.

- 5.4 **Substantial Completion:** Gas Networks Ireland shall issue the Company with a certificate confirming the date upon which Substantial Completion is achieved (the “**Certificate of Substantial Completion**”). Where the Company disputes the Works have achieved Substantial Completion it may refer the matter for expert determination in accordance with clause 16.2.
- 5.5 **Delay Events:** The Target Completion Date may be extended and the Programme amended by any delays to the Works which are caused by:
 - 5.5.1 the Company’s failure to perform its obligations under this Connection Agreement or any other delay, impediment or prevention of whatever nature caused by the Company or for which it is responsible which will impact on the Works, provided, however, that the ability to extend the Target Completion Date in these circumstances shall in no way prejudice Gas Networks Ireland’s right to exercise its right to terminate this Connection Agreement for material breach in accordance with Clause 15.1 or 15.3;
 - 5.5.2 changes or variations to the design specification of the Works required by the Company and agreed by Gas Networks Ireland;
 - 5.5.3 omissions or errors in information or design specifications (including any aspect or element of the Works) which Gas Networks Ireland become aware of after the Agreement Date;
 - 5.5.4 compliance with any Legal Requirements;
 - 5.5.5 accidental loss or damage to any completed part of the Works caused by third parties;
 - 5.5.6 the encountering of physical conditions, geotechnical conditions, archaeological finds or artificial obstructions on or in the vicinity of the Project Site or Pipeline Route;

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- 5.5.7 any event or circumstances of Force Majeure;
 - 5.5.8 the discovery of Toxic and Dangerous Waste at the Project Site;
 - 5.5.9 any labour dispute or work stoppage or slow down involving the Company, the Company's contractors, subcontractors or the unions of the workers of the Company or of the Company's contractors or subcontractors;
 - 5.5.10 delay in the delivering of, or market constraints in the availability of, equipment and materials required for the Works;
 - 5.5.11 failure or delay in issuing of Relevant Approvals or any Relevant Approval ceasing to be in force, or any condition on such a Relevant Approval preventing Gas Networks Ireland from performing its obligations;
 - 5.5.12 the exercising by Gas Networks Ireland of its right to suspend performance of the Works pursuant to Clause 10.6.1; or
 - 5.5.13 delay by the Company in achieving any of the Conditions Precedent and Gas Networks Ireland has elected not to terminate this Connection Agreement in accordance with Clause 3.5.
- 5.6 **Cooperation and Interface:** The Company shall co-operate with and assist, and shall use reasonable endeavours to procure that any of its contractors, subcontractors, employees, servants and agents and, to the extent within its control or influence, any other third parties co-operate with and assist, Gas Networks Ireland, and all parties acting on its behalf, in the exercise of its rights and performance of its obligations under this Connection Agreement and mitigate any delays which would have a consequential delay to the Programme.
- 5.7 **Programme:** The Company acknowledges that the Programme is an estimate of the timeline for completion of the Works based on the assumption that the Company will satisfy its Conditions Precedent in a timely manner and on information available to the Parties at any particular point in time. The Programme and the Target Completion Date may be amended, modified or replaced by Gas Networks Ireland at any time acting as a Reasonable and Prudent Operator and from time to time in accordance with this Clause 5 of the Agreement.
- 6. RNG FACILITY, TIE-IN WORKS AND COMMISSIONING**
- 6.1 **RNG Facility:** The Company shall use reasonable endeavours to ensure that the Delivery Facility is completed and the Declaration of Conformance -Stage 1 is delivered to Gas Networks Ireland by the Target Completion Date and shall provide Gas Networks Ireland with regular updates on the progress of the works being undertaken for the Delivery Facility including any delay events which may adversely impact their works programme, steps being taken to mitigate any such delays and the anticipated date on which the RNG Facility will be ready for Tie-in.

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- 6.2 **Tie-in and Commissioning:** Subject to completion and commissioning of the RNG Facility in accordance with Clause 6.1 and receipt by Gas Networks Ireland of the Declaration of Conformance Stage 1) where practicable, the Tie-in will be completed promptly in accordance with Clause 6.3
- 6.3 **Tie-in Works:** As soon as the RNG Facility has been completed, the Company shall deliver to Gas Networks Ireland a Declaration of Conformance Stage 1 and make all necessary arrangements with Gas Networks Ireland and its contractors and subcontractors for the completion of the Tie-in Works to the standard required by Gas Networks Ireland.
- 6.4 **Commissioning:** Without prejudice to Clause 3.6 Gas Networks Ireland shall undertake and progress Commissioning on receipt of all necessary Relevant Approvals, including approval of the updated Safety Case to take account of the RNG Entry Point to be established at the Connection Point. The Company shall ensure that sufficient quantities of Renewable Natural Gas are available at the Connection Point for Commissioning.
- 6.5 **Validation:** Following completion of the Tie-In Works, by the Company and delivery of the Declaration of Conformance Stage 2 GNI shall subject to availability of all required relevant approvals or regulatory requirements (and the Company shall take such action as GNI may require to) validate the Connection Facilities and the interoperability of the RNG Facility with the Connection Facilities and the Transportation System and the Company shall co-operate with Gas Networks Ireland, its contractors or agents from time to time and make such facilities as Gas Networks Ireland may reasonably request (including availability of quantities of RNG (if required) for such purpose as and when required by GNI).
- 6.6 **Operational Notice :** Gas Networks Ireland will notify the Company in writing as soon as is practicable when the Connection Facilities are Operational. Any dispute as to whether the Connection Facilities are Operational may be referred by either Party to an Expert in accordance with clause 16.2.
- 6.7 **No Unauthorised Delivery:** The Company shall not at any time prior to receipt of notice from Gas Networks Ireland under Clause 6.6 operate the RNG Facility so as to cause RNG to be delivered to the Transportation System other than for the purpose of Commissioning under the direction of Gas Networks Ireland.
- 6.8 **Connected System Agreement:** The Company shall, or when the Company is not the RFO the Company shall procure that the RFO shall enter into a Connected System Agreement with GNI in accordance with Clause 8 of this Connection Agreement not later than 6 months prior to Commissioning.

7. PROJECT COSTS

- 7.1 **Liability for Development and Construction Costs:** The Company shall be liable to pay for the Development and Construction Costs. Gas Networks Ireland shall recover such costs from the Company through payments made or to be made in respect of amounts as specified in Clause 10.1.1 through 10.1.5 (inclusive) and through the Revenue Requirement in respect of the

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Committed Gas Flow during the Capital Recovery Period. The Company shall pay the Company Development and Construction Costs Contribution and the Supplemental Economic Test Contribution in accordance with this Clause 7.

7.2 Notification of Development and Construction Costs: As soon as reasonably practicable following the Substantial Completion Date, Gas Networks Ireland shall notify to the Company:

7.2.1 the “**Final Development and Construction Costs**” being the Development and Construction Costs actually incurred by it in completing the Works and those costs incurred, or which Gas Networks Ireland reasonably anticipates are to be incurred, in completing the Tie-in and Commissioning and rendering the Connection Facilities fully Operational; and

7.2.2 the Company Development and Construction Costs Contribution; and

7.2.3 the Supplemental Economic Test Contribution.

7.3 Reconciliation of Development and Construction Costs Contribution: If the Development and Construction Costs Contribution as notified by Gas Networks Ireland pursuant to Clause 7.2 is:

7.3.1 in excess of the Estimated Development and Construction Costs Contribution paid by the Company, Gas Networks Ireland shall issue an invoice to the Company for the amount of such excess in accordance with Clause 10.

7.3.2 less than the Estimated Development and Construction Costs Contribution paid by the Company, Gas Networks Ireland shall notify the Company of the amount by which the amounts so paid by the Company exceed the Company Development and Construction Costs Contribution and refund the excess amount to the Company.

7.4 Finalisation of Supplemental Economic Test Contribution: If the Supplemental Economic Test Contribution as notified by Gas Networks Ireland pursuant to Clause 7.2:

7.4.1 exceeds the Estimated Supplemental Economic Test Contribution paid by the Company then Gas Networks Ireland shall invoice the Company for the amount of such excess;

7.4.2 is less than the Estimated Supplemental Economic Test Contribution paid by the Company then Gas Networks Ireland shall notify the Company of the amount by which the Estimated Supplemental Economic Test Contribution paid by the Company exceeds the Supplemental Economic Test Contribution and refund the amount of such excess to the Company.

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- 7.5 **Additional Commissioning Costs:** Where Tie-in and Commissioning has not been completed at the time the notification confirming the Final Development and Construction Costs and Additional Commissioning Costs are incurred, Gas Networks Ireland shall be entitled to invoice the Company for the Additional Commissioning Costs Contribution in accordance with Clause 10.
- 7.6 **Termination Costs:** Where this Connection Agreement is terminated in accordance with Clause 15, the Company shall be liable for the Termination Costs.
- 7.7 **Capital Recovery Amount:** Gas Networks Ireland shall calculate the NPV of the Balance of the Development and Construction Costs following notification to the Company of the Final Development and Construction Costs and other amounts pursuant to Clause 7.2. The NPV of the Balance of the Development and Construction Costs shall be calculated in accordance with the methodology outlined in Schedule 8. Gas Networks Ireland shall notify to the Company the amount of the Capital Recovery Amount and of the Revenue Requirement and required Financial Security as so determined by reference to the Capital Recovery Amount.

8. CONNECTED SYSTEM AGREEMENT

- 8.1 The Parties shall procure the Connected System Agreement is entered into in accordance with Clause 6.9 , it being acknowledged by the Company that RNG may not be delivered from the Delivery Facility to the Transportation System until such time as:
- 8.1.1 the Connected System Agreement is executed and in effect; and
 - 8.1.2 the Connection Point has become an RNG Entry Point pursuant to the Code of Operations; and
 - 8.1.3 a Shipper is registered as a Shipper at the RNG Entry Point at the Connection Point.
- 8.2 The Connected System Agreement shall address technical, operational and inter-operator arrangements at the RNG Entry Point at Connection Point to include:
- 8.2.1 delivery and offtake pressures;
 - 8.2.2 gas quality;
 - 8.2.3 measurement, testing and equipment verification;
 - 8.2.4 maintenance;
 - 8.2.5 information and confidentiality;
 - 8.2.6 liability and insurances;

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- 8.2.7 dispute resolution including expert determination for certain disputes;
- 8.2.8 provision for supporting local operating procedures.

The Parties acknowledge that certain of the provisions of the Connected Systems Agreement will be specific to the RNG Entry Point anticipated to be declared at the Connection Point and shall incorporate such provisions as may be necessary to enable GNI obtain approval/acceptance of the Safety Case to include the Connection Point as an RNG Entry Point pursuant to the Code of Operations.

The Company shall provide to Gas Networks Ireland such information as may be necessary to develop the site specific provisions of the Connected Systems Agreement and progress approval/acceptance of the Safety Case by CRU.

For the avoidance of doubt the Connected Systems Agreement does not and is not intended to address commercial or financial arrangements as between the Parties.

- 8.3 It is acknowledged by the Company that nothing in this Agreement shall or shall be deemed to constitute a representation or a warranty by GNI that:
 - 8.3.1 the Connection Point shall or shall become an RNG Entry Point pursuant to the Code of Operations; and/or
 - 8.3.2 as to the amount of capacity which may be made available at any such RNG Entry Point.
- 8.4 The Company acknowledges that the Connection Facilities shall not be considered Operational until so confirmed by Gas Networks Ireland in accordance with clause 6.6.

9. FINANCIAL SECURITY

- 9.1 **Requirement for Financial Security:** the Company is required to put in place and maintain financial security on the terms set out in this Clause 9 for and in respect of its obligation to pay for the Development and Construction Costs (the "**Financial Security**").
- 9.2 **Amount of Security:** The Financial Security shall be in the following amounts:
 - 9.2.1 in respect of the liabilities of the Company to Gas Networks Ireland accruing or arising or in respect of the Pre-operational Phase, an amount not less than the Estimate (plus VAT at the applicable rate) less the amount of the Estimated Development and Construction Costs Contribution and the Estimated Supplemental Economic Costs Contribution paid by the Company;
 - 9.2.2 in respect of the liabilities of the Company in respect of the Revenue Requirement and any Shortfall Amount accruing or

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arising in respect of the obligations of the Company in the Capital Recovery Period, an amount equal to the Capital Recovery Amount as shall be determined from time to time following review and recalculation in accordance with this Connection Agreement. The outstanding amount of the Capital Recovery Amount for which Financial Security is required shall be recalculated after the end of each year of the Capital Recovery Period in accordance with Clause 11 and Schedule 8.

- 9.3 **Form of Security:** The form of Financial Security shall comply substantially with the requirements of the Gas Networks Ireland Financial Security Policy, be approved by Gas Networks Ireland and be as identified in Schedule 1 save where otherwise agreed between the Parties. The form of Financial Security shall be adapted to reflect the requirements of this Connection Agreement.
- 9.4 **Financial Security:** The required Financial Security shall be provided as required under clause 3.3.6 in the amount specified in clause 9.2.1. One month prior to Commissioning the amount of the Financial Security shall be recalculated to equal the amount calculated in accordance with clause 9.2.2 and thereafter the amount of Financial Security shall be reviewed by GNI following the end of each year of the Capital Recovery Period in accordance with Clause 9.11. Where, following a recalculation of the amount of the Financial Security in accordance with this clause 9:
- (a) the amount of Financial Security has increased the Company shall increase the amount of the financial security in the amount of such increase within one month of the review; or
 - (b) the amount of Financial Security has reduced the Company shall be entitled to a partial release of the Financial Security in the amount of such reduction, which sum shall be released only when any Shortfall Amount then accrued has been discharged in full.
- 9.5 **Replacement Security:** In circumstances where the Financial Security put in place in compliance with this Clause 9 is due to expire prior to expiration of the Pre-operational Phase or the Capital Recovery Period (as the case may be) (the “**Expiring Security**”), the Company shall ensure that replacement security (on the same terms as the Expiring Security) is put in place by not later than one month prior to the date on which the Expiring Security is due to expire with an effective date to be approved by Gas Networks Ireland. Where the Expiring Security is a Letter of Credit the Company shall ensure that replacement security is put in place by not later than the three months prior to the date on which the Expiring Security is due to expire with an effective date to be approved by Gas Networks Ireland.
- 9.6 **Failure to replace Financial Security:** Failure by the Company to replace Expiring Security in accordance with Clause 9.4 or to provide Financial Security for the Capital Recovery Period in accordance with Clause 9.3 shall entitle Gas Networks Ireland to drawdown the Expiring Security or the Pre-operational Phase Financial Security (as the case may be) for the full

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amount secured and such monies shall be held by Gas Networks Ireland in an interest bearing bank account (the “**Account**”) on trust for the Company but for the benefit of Gas Networks Ireland as security for the Company’s payment obligations under this Connection Agreement. For the avoidance of doubt, Gas Networks Ireland would be entitled to withdraw funds from the Account in circumstances where it would otherwise have been entitled to have drawdown from the Financial Security pursuant to this Connection Agreement.

9.7 **Further Security:** If the credit rating of the issuer of any Financial Security, put in place by the Company in accordance with the requirements of this Connection Agreement, falls below the Approved Rating, Gas Networks Ireland may require the Company to replace such issuer with an entity possessing a credit rating which is equal to or exceeds the Approved Rating.

9.8 **Drawing in Financial Security:** Without prejudice to Gas Networks Ireland other rights and remedies under this Connection Agreement, Gas Networks Ireland shall be entitled to drawdown from the Financial Security in accordance with its terms and without prejudice to the generality of the foregoing.

9.8.1 in respect of the Pre-operational Phase if the Company shall fail to discharge any payment obligations under Clause 10.1.1 to 10.1.6 (inclusive).

9.8.2 in respect of the Capital Recovery Period if the Company shall fail to discharge its financial obligations in respect of the Capital Recovery Period; and/or

In either case Gas Networks Ireland may drawdown the Financial Security in accordance with Clause 9.6 and/or in accordance with Clause 11.

9.9 **Financial Security Policy:** Reference in the Clause 9 to the Gas Networks Ireland Financial Security Policy is to such policy as may be amended from time to time and published on Gas Networks Ireland’s website.

9.10 **Final Release of Financial Security:** Financial Security provided by the Company shall be released;

- (i) following the end of the Capital Recovery Period when all Shortfall Payments due and payable by the Company pursuant to Clause 10.1.7 have been paid in full; or
- (ii) following the end of the Capital Recovery Period when GNI notifies the Company that no further Shortfall Payments arise; and
- (iii) in any event not later than nine months following the expiry of the Capital Recovery Period.

(save to the extent of any required drawdown of Financial Security previously notified to the Company).

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- 9.11 **Reduction in Financial Security:** following the end of each year of the Capital Recovery Period Gas Networks Ireland shall recalculate the required Financial Security for the unexpired term of the Capital Recovery Period and notify such revised Financial Security to the Company and the revised Financial Security shall apply only when any Shortfall Amount accrued has been discharged in full.

10. PAYMENT

- 10.1 **The Company's Payment Obligations:** The amounts payable by the Company in respect of the Development and Construction Costs pursuant to this Connection Agreement are set out as follows:
- 10.1.1 the Estimated Development and Construction Costs Contribution within 10 (ten) Business Days of the Agreement Date;
 - 10.1.2 The Estimated Supplemental Economic Test Contribution (if any) within 10 (ten) Business Days of the Agreement Date;
 - 10.1.3 Any additional amounts in respect of the Company Development and Construction Costs Contribution in accordance with Clause 7.4.
 - 10.1.4 any additional amounts in respect of the Supplemental Economic Test Contribution in accordance with Clause 7.4;
 - 10.1.5 the Additional Commissioning Costs Contribution (if any);
 - 10.1.6 in the event that this Connection Agreement is terminated pursuant to Clause 15, the Termination Costs; and
 - 10.1.7 any Shortfall Amounts.
- 10.2 **Invoicing:** Gas Networks Ireland shall be entitled to issue one or more invoices in respect of any such sum or sums contemplated by Clause 10.1.
- 10.3 **Supporting Documentation:** The amount certified by Gas Networks Ireland as being due and payable in accordance with this Connection Agreement under any invoice issued under this Clause 10 shall contain such supporting documentation as Gas Networks Ireland considers appropriate.
- 10.4 **Due date for Payment:** With the exception of the Estimated Development and Construction Contribution and the Estimated Supplemental Economic Test Contribution (payable by no later than 10 Business Days following the Agreement Date), the Company shall settle each invoice in full, and without deduction for any amount of the invoice which may be in Dispute, within 20 Business Days of the date of the invoice by making payment to the bank account specified in the relevant invoice, or such alternative bank account as Gas Networks Ireland may from time to time notify to the Company.
- 10.5 **Interest on Late Payment:** If the Company fails to make payment in full of an amount invoiced pursuant to this Clause 10 within 20 Business Days of the

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deemed date of receipt of the invoice, such overdue payment shall bear interest, calculated daily and compounded monthly from the due date for payment of such invoice until the date on which payment is received at the rate of Euribor plus 4%.

10.6 Failure by the Company to comply with Payment Obligations: Without prejudice to GNI's right to claim interest under Clause 10.5 and its other rights and remedies under this Connection Agreement, where the Company fails to make payment in full of an amount invoiced pursuant to Clauses 10.1 and 10.2 within 10 Business Days from a written notice by Gas Networks Ireland to the Company specifying that an invoice remains unpaid, Gas Networks Ireland shall be entitled:

- 10.6.1 to suspend the performance of its obligations under this Connection Agreement until the date of actual payment and extend the Programme accordingly to reflect the impact of any such suspension which extension may or may not reflect the duration of the suspension period depending on the circumstances;
- 10.6.2 to drawdown from the Financial Security the outstanding amount due together with any interest calculated in accordance with Clause 10.5;
- 10.6.3 to set-off against all or part of the amount due, any monies or credits which Gas Network Ireland, or parties acting on its behalf, may be holding for the benefit of the Company; and/or
- 10.6.4 refuse to complete the Commissioning and/or establish an RNG Entry Point at the Connection Point in respect of the Company while any such invoiced amount remains outstanding.

10.7 Right to Dispute Invoices:

- 10.7.1 Subject to compliance with the requirements of Clause 10.4 to settle invoices in full by the due date for payment the Company shall on notice to Gas Networks Ireland be entitled to dispute all or part of any invoice within 20 Business Days of the date on which the invoice issues in accordance with Clause 10.2 and such notice shall set out full details of the reasons why the amount set out in the invoice is in dispute. If the Parties are unable to resolve the Dispute in accordance with Clause 16.1, the matter shall be referred for determination by an Expert in accordance with Clause 16.2.
- 10.7.2 Interest on Disputed Amounts: Where a Dispute in respect of an invoice is agreed or determined in favour of the Company, Gas Networks Ireland shall pay the Company such amount as has been agreed or determined to be payable by it together with interest calculated daily and compounded monthly from the date of payment of the relevant invoice at a rate of Euribor plus 2%.

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- 10.8 **Amounts Exclusive of VAT:** If under this Agreement Gas Networks Ireland makes a supply to the Company for Value-Added Tax purposes and Value-Added Tax is or becomes chargeable on that supply, the Company shall pay to Gas Networks Ireland a sum equal to the amount of the Value-Added Tax chargeable (the “**VAT Amount**”) in addition to the consideration payable for the supply. The Company shall pay the VAT Amount at the same time as paying the consideration payable for the supply.
- 10.9 **Gas Networks Ireland’s Payment Obligations:** Gas Networks Ireland will pay to the Company the amounts, if any, calculated in accordance with Clause 7.3.2 and or Clause 7.4.2 within 30 Business Days of the notification issued under 7.3.2 and/or 7.4.2 (as the case may be) or, if later, as soon as reasonably practicable following confirmation of the Final Development and Construction Costs.
- 10.10 **Acknowledgement by the Company:** The Company agrees and acknowledges that failure by it to make timely payment in accordance with the provisions of this Clause 10 could materially:
- 10.10.1 jeopardise the Programme and the ability to achieve Substantial Completion by the Target Completion Date; and
 - 10.10.2 increase the Development and Construction Costs which may be incurred by Gas Networks Ireland, and for which the Company would be liable, pursuant to this Connection Agreement

11. COMMITTED GAS FLOW

- 11.1 Committed Gas Flow Obligation; The Company shall procure that in each year for a period of 10 (ten years) from the date on which the RNG Entry Point becomes Operational (including the Capital Recovery Period) that the aggregate quantity of Renewable Natural Gas metered as delivered at the RNG Entry Point (the “**Delivered Quantity**”) shall be not less than the quantity of RNG determined as such in accordance with Clause 7.7 and Schedule 8 (the “**Committed Gas Flow**”).
- 11.2 Gas Network Ireland shall issue a statement (the “**Statement**”) to the Company as soon as reasonably practicable following the last gas flow day of each year (the “**Statement Date**”) of the Capital Recovery Period indicating:
- 11.2.1 the Delivered Quantity in respect of the year ending on the Statement Date;
 - 11.2.2 the aggregate Delivered Quantity in respect of each year of the Capital Recovery Period ending at the end of the Statement Date (the “**Aggregate Delivered Quantity**”);
 - 11.2.3 the Revenue Requirement in respect of the year ending on the Statement Date (as derived from Schedule 8);

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- 11.2.4 the aggregate Revenue Requirement from the commencement of the Capital Recovery Period up to the end of the Statement Date (“**Aggregate Revenue Requirement**”);
- 11.2.5 the actual revenue amounts (“**Actual Revenue Amounts**”) received or receivable by GNI derived or deemed to be derived from Attributable Tariffs associated with the Delivered Quantity in respect of the year ending on the Statement Date;
- 11.2.6 the actual revenue amount (“**Aggregate Actual Revenue**”) received or receivable by GNI derived or deemed derived from Attributable Tariffs associated with the Delivered Quantity in the Capital Recovery Period up to the end of the Statement Date;
- 11.2.7 the Shortfall Amount (if any) calculated in accordance with Clause 11.3;
- 11.2.8 the revised Financial Security (determined by reference to the recomputed Capital Recovery Amount at that year end). [The Company shall be entitled to adjust the amount of the Financial Security to reflect the current Capital Recovery Amount following receipt by GNI of payment of any Shortfall Amount due.
- 11.3 if in any year the Aggregate Revenue Requirement exceeds the Aggregate Actual Revenue an amount (the “Shortfall Amount”) shall be calculated as follows:
- SA = AGG RR – (AGG AR + X)
- where
- SA = the Shortfall Amount
- AGG AR = the Aggregate Actual Revenue
- AGG RR = the Aggregate Revenue Requirement
- X = any Shortfall Amount received in respect of any year prior to the year to which the Statement Date relates.
- 11.4 Gas Networks Ireland shall invoice the Company in respect of the Shortfall Amount in accordance with Clause 10.

If the Company does not discharge the invoice in respect of any Shortfall Amount by the due date the Company shall be in breach of this Connection Agreement and Gas Networks Ireland shall be entitled to drawdown the Shortfall Amount from the Financial Security.

12. OWNERSHIP OF CONNECTION FACILITIES

- 12.1 **Ownership of the Works:** The Parties agree that, any right, title or interest in assets and property (both real and personal) acquired by Gas Networks Ireland in performing its obligations with respect of the Works shall belong to and vest solely in Gas Networks Ireland and form part of the Transportation System which assets and property for the avoidance of doubt shall include the Connection Facilities.
- 12.2 **No Entitlement to Capacity:** The Company agrees that the performance of this Connection Agreement does not confer on any person an entitlement to Entry Capacity, Exit Capacity or Supply Point Capacity on the Transportation System.
- 12.3 **Ownership of Intellectual Property:** Ownership and copyright to all drawings, specification, and/or other documents produced by or on behalf of Gas Networks Ireland in undertaking the Works and any designs contained in them shall vest solely in Gas Networks Ireland.

13. LIMITATIONS ON LIABILITY AND INDEMNITIES

- 13.1 **Liability Cap:** Subject to Clauses 13.2, 13.3 and the Company's liability for the Development and Construction Costs and the Termination Costs, neither Party shall be liable to the other Party for any liability or Loss in excess of €100,000 (one hundred thousand) in aggregate arising out of or in connection with the performance, non-performance or contemplated performance of this Connection Agreement (whether arising in contract, tort (including negligence) or breach of statutory duty, warranty, misrepresentation, restitution or otherwise) and the party liable is hereby released from any liability in excess of such amount.
- 13.2 **No Liability for Consequential Loss:** Neither Party shall be liable to the other Party for any loss of profit, loss of revenue, loss of opportunity, loss of interruption, punitive or exemplary damages or any indirect, consequential or incidental damages.
- 13.3 **Exceptions to Limitations of Liability:** The limitation on liability provided for in Clauses 13 and 13.2 shall not apply or in any way restrict a Party's liability in respect of:
- 13.3.1 fraud;
 - 13.3.2 wilful default;
 - 13.3.3 personal injury or death caused by the negligence on the part of the relevant Party or an employee of such Party; or
 - 13.3.4 the obligations to indemnify under Clause 13.4.
- 13.4 **Third Party Liability:** The Company shall indemnify Gas Networks Ireland, and hold Gas Networks Ireland harmless from, at all times after the date hereof, any and all losses of any third party incurred, suffered, sustained or

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required to be paid, directly or indirectly, by, or sought to be imposed upon, Gas Networks Ireland, as a result of a breach by the Company of its obligations in this Connection Agreement or any negligence or breach of duty of the Company, its Affiliates or their contractors or assigns but only to the extent any such loss was not caused by Gas Networks Ireland's breach of this Connection Agreement or the negligence of Gas Networks Ireland or its contractors or agents in undertaking its obligations under this Connection Agreement.

14. INSURANCE OBLIGATIONS

- 14.1 **Public Liability Insurance:** Each Party shall procure and maintain for the term of the Connection Agreement public liability insurance with a reputable insurer with a limit of indemnity of not less than €6,500,000 per claim or series of claims arising from one event and unlimited in the aggregate.
- 14.2 **Employer's Liability Insurance:** Each Party shall procure and maintain for the term of the Connection Agreement employer's liability insurance with a reputable insurer with a limit of indemnity of not less than €13,000,000 per claim or series of claims arising from one event and unlimited in the aggregate.
- 14.3 **Confirmation of the Company's Insurances:** Within five Business Days of the date of this Connection Agreement and thereafter on receipt of a written request each Party shall provide evidence, by way of a broker's letter of confirmation that the Required Insurances have been procured by it or its Affiliate.
- 14.4 **Renewal of Required Insurances:** Where the Target Completion Date is scheduled to occur after the expiry of the Company or its Affiliate's Required Insurances (as evidenced in the broker's letter of confirmation) the Company shall, prior to their expiry, renew the Required Insurances for such a period or periods as are necessary to ensure that the Required Insurances remain in place for the duration of this Connection Agreement. Prior to the expiry of any Required Insurance, the Company or its Affiliate shall provide written confirmation to Gas Networks Ireland from its insurance broker that the Required Insurances have been renewed.

15. TERMINATION

- 15.1 **Gas Networks Ireland's Termination Rights:** Subject to Clause 15.2 Gas Networks Ireland shall be entitled to terminate this Connection Agreement forthwith on giving 15 Business Days written notice to the Company:
- 15.1.1 where the Company breaches its obligation to maintain or (where relevant) extend or replace the Financial Security in accordance with the requirements of Clause 9;
- 15.1.2 where the Company fails to pay when due amounts invoiced pursuant to this Connection Agreement and payable under Clause 10;

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- 15.1.3 where Gas Networks Ireland discovers Hazardous Materials or Toxic and Dangerous Waste on the Project Site;
 - 15.1.4 where the Company has failed to satisfy all or any of the Conditions Precedent in accordance with Clause 3.5; or
 - 15.1.5 where the Company has failed to satisfy all or any of the Conditions Subsequent in accordance with Clause 3.6.
 - 15.1.6 where the Company has failed to provide Financial Security in respect of the Capital Recovery Period or any of it.
- 15.2 **Pre-Condition to Termination by Gas Networks Ireland:** In circumstances where Gas Networks Ireland is entitled to terminate this Connection Agreement under Clause 15.1, it shall not do so unless:
- 15.2.1 it shall have firstly issued to the Company written notification of its intention to terminate in accordance with Clause 15.1; and
 - 15.2.2 where capable of remedy, the Company shall have failed to rectify the situation to the satisfaction of Gas Networks Ireland (acting reasonably) within 20 Business Days from the date of the deemed receipt of such notification.
- 15.3 **Mutual Rights of Termination:** Either Party (the "**Non-Defaulting Party**") shall be entitled to terminate this Connection Agreement by serving a notice of termination on the other Party (the "**Defaulting Party**") in the event that:
- 15.3.1 there is a prolonged event of Force Majeure which gives rise to a right to terminate in accordance with Clause 17.2;
 - 15.3.2 any Relevant Approvals required by Gas Networks Ireland for the provision or performance of the Works shall be refused, withdrawn, invalidated or not be renewed;
 - 15.3.3 there is a failure by the Defaulting Party to make, when due, any payment under this Connection Agreement required to be made, provided that such failure is not remedied within 20 Business Days after written notice of that failure is given to the Defaulting Party;
 - 15.3.4 there is any material breach by the Defaulting Party of its obligations pursuant to this Connection Agreement;
 - 15.3.5 if the Defaulting Party becomes insolvent, unable to pay its debts when they fall due, ceases to trade or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or is dissolved for any reason or has bona fide legal proceedings started against it for its winding-up which are not vexatious or incompetent;
 - 15.3.6 if, in respect of the Defaulting Party, any bona fide action or other steps are taken or legal proceedings are started (and are not withdrawn within ten Business Days for the liquidation, winding-up,

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dissolution or for the appointment of a receiver, liquidator, administrator, examiner or similar officer of the Defaulting Party;

- 15.3.7 if, in respect of the Defaulting Party, an encumbrancer takes possession of, or a liquidator, receiver or an administrator or examiner is appointed over a substantial part of the assets of the Defaulting Party or any security granted by the Defaulting Party becomes enforceable;
 - 15.3.8 if the Defaulting Party is deemed to be unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 (and the Defaulting Party shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the Defaulting Party with recourse to all appropriate measures and procedures);
 - 15.3.9 if the Defaulting Party enters into any composition, assignment, scheme or arrangement with creditors generally of the Defaulting Party (other than for the purpose of a voluntary solvent reconstruction or amalgamation);
 - 15.3.10 if the Defaulting Party is suffering a distress, execution, sequestration or other process being levied or enforced upon or sued or against all or any substantial part of its assets, rights or revenues which is not discharged, stayed, or dismissed within 20 Business Days; or
 - 15.3.11 if any event equivalent or analogous to any of the events specified in Clause 15.3.5 to 15.3.10 (inclusive) above occurs in relation to the Defaulting Party in any jurisdiction.
- 15.4 **Effect of a Termination Notice:** Save where otherwise provided for in this Connection Agreement, any notice served pursuant to Clauses 15.3 will take effect 15 Business Days after the date of service.
- 15.5 **Termination Costs:** In the event of termination of this Connection Agreement in accordance with Clause 15.1 (Gas Networks Ireland's Termination Rights), the Company shall be liable for the Termination Costs.
- 15.6 **Survival of Rights of Action:** Termination of this Connection Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party under this Connection Agreement.
- 15.7 **Company's right to refer any Termination to the Commission:** Any termination notice issued by Gas Networks Ireland shall include a notice to the Company informing the Company of its right to refer the proposed termination to the Commission for determination in accordance with Section 9 of the Act. If the Company exercises its right to refer a proposed termination of this Connection Agreement by Gas Networks Ireland to the Commission then Gas Networks Ireland will not proceed with, or proceed further with, any action or claim either relating to or arising out of its right to terminate this

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Connection Agreement until such time as the Commission has issued its determination in respect of such referral.

15.8 Option for early Termination:

15.8.1 The Company shall have the option to terminate this Connection Agreement in the initial stage of the Works in advance of the procurement by Gas Networks Ireland of any equipment or associated materials required for the Connection Facilities or the Works (the “**Procurement**”). For the avoidance of doubt this includes any time in advance of when Gas Networks Ireland has placed any verbal or written orders or executed any contracts regarding the Procurement.

15.8.2 The Company may terminate this Connection Agreement under this Clause 15.8 by serving not less than 15 Business Days’ written notice on GNI. This Connection Agreement shall then end provided that the Company has paid to GNI:

- (a) the Development and Construction Costs incurred up to the date on which this Connection Agreement terminates under this Clause; and
- (b) all costs which arise out of the termination of this Connection Agreement including (i) all non-recoverable cancellation charges and internal Gas Networks Ireland costs and (ii) all costs associated with termination of any contracts and arrangements referable to the Works, in each case, irrespective of whether such costs are incurred before or after termination of this Connection Agreement.

16. DISPUTE RESOLUTION

16.1 **Notification of a Dispute:** Any Dispute between the Parties shall be resolved, if possible, by negotiation. In the event that no agreement is reached within 15 Business Days of the date on which either Party first notified the other Party that a Dispute exists, or such longer period as is specifically provided for elsewhere in this Connection Agreement, either Party shall have the right to have the Dispute determined in accordance with Clause 16.2 or 16.3, as appropriate.

16.2 **Expert:** Where this Connection Agreement expressly provides (or the Parties otherwise agree) for a Dispute to be determined by an Expert, then the Dispute shall be referred to an Expert appointed in accordance with this Clause 16.2:

16.2.1 the Parties shall attempt to agree on the appointment of a single Expert to settle the Dispute. If, within 10 Business Days of the date on which the Dispute was referred for determination by an Expert under Clause 16.2 the Parties have been unable to agree on the choice of an Expert, either Party may inform the Commission of the nature and complexity of the Dispute and request it to appoint a

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single Expert for the determination of the Dispute and such appointment shall be binding on the Parties. If, the Commission refuses to make such an appointment or does not do so within 15 Business Days of being requested by the Parties, either Party may then request the President for the time being of the IEI to appoint an Expert within 15 Business Days of being requested to do so;

- 16.2.2 following the appointment of the Expert, the Parties shall immediately notify the Expert of his appointment and shall request him to confirm within 5 Business Days whether or not he is willing and able to accept the appointment. If he accepts the appointment, the Expert shall thereafter determine the procedure for the determination of the dispute and shall notify this to the Parties;
 - 16.2.3 unless otherwise determined by the Expert, the costs and expenses of the Expert, any independent advisers to the Expert and any costs of his or their appointment (if he is or they are appointed by agreement between the Parties, or by the Commission of the IEI) shall be borne by the unsuccessful Party; and
 - 16.2.4 an Expert appointed under this Connection Agreement shall not be deemed to be an arbitrator but shall render his decision as an Expert and the law relating to arbitration shall not apply to such Expert or his determination or the procedure by which he reached his decision. Subject to any right of appeal or other right which may exist at law, the determination of the Expert shall be final and binding upon the Parties.
- 16.3 **Arbitration:** Any Dispute in relation to any matter other than a matter referred to for determination by an Expert in accordance with Clause 16.2 which is not resolved by negotiation under Clause 16.1 may be referred by any Party to arbitration pursuant to this Clause 16.3. The procedure for arbitration shall be as follows:
- 16.3.1 the arbitrator shall be a person agreed between the Parties or, if the Parties cannot agree within 10 Business Days after the referral to arbitration, any Party may inform the Commission of the nature and complexity of the Dispute and request it to appoint a single arbitrator for the determination of the Dispute within ten Business Days;
 - 16.3.2 if the Commission refuses to make such an appointment or does not do so within 10 Business Days after the date of being requested to do so, any of the Parties may then request the President for the time being of the IEI to appoint an arbitrator within ten Business Days of being requested to do so;
 - 16.3.3 subject to any right of appeal or other right which may exist at law, the arbitrator's award shall be final and binding on the Parties. The arbitration shall take place in Cork, Ireland and the language of the arbitration shall be English;

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- 16.3.4 unless otherwise agreed by the Parties, any reference to arbitration shall be conducted in accordance with the Institute of Engineers of Ireland Arbitration Procedure (2011) or any amendment or modification thereof being in force at the time of the appointment of the arbitrator; and
- 16.3.5 any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010.
- 16.4 **Performance to Continue during Dispute:** Insofar as practicable, the Parties shall continue to implement the terms of this Connection Agreement notwithstanding the initiation of litigation or expert proceedings and any pending Dispute. No payment due or payable by Gas Networks Ireland or the Company shall be withheld on account of pending litigation or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.
- 16.5 **Survival:** The provisions of Clause 16.1, 16.2 and 16.3 shall continue after the termination of this Connection Agreement where notice of the existence of the Dispute was given under Clause 16.1 prior to termination.
- 16.6 **Statutory Right:** Nothing in this Connection Agreement is intended to prejudice the Company's right under Section 9 of the Act to refer a Dispute to the Commission for determination.
- 17. FORCE MAJEURE**
- 17.1 **Consequences of a Force Majeure Event:** If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out its obligations under this Connection Agreement, the Party affected shall be released from its obligations (other than the obligations to pay money) and suspended from the exercise of its rights under this Connection Agreement to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist. This temporary release and suspension shall come into effect upon notice in writing of such Force Majeure from the Party affected to the other Party, which shall be provided as soon as possible after the occurrence of the cause relied on. The Party affected shall use all reasonable endeavours to prevent, avoid, overcome or mitigate the effects of such occurrence.
- 17.2 **Termination due to Force Majeure:** If the circumstances of Force Majeure exist for a continuous and uninterrupted period of 18 months then subject to the proviso in Clause 17.1 either Party shall be entitled to terminate this Connection Agreement on 15 Business Days' notice in accordance with the provisions of Clause 15.4. Such termination shall be without prejudice to the accrued rights and obligations of the Parties up to the date of termination and other than the payment obligations that may arise under this Connection Agreement as a result of such termination, no further payment shall be due to or by either Party after the date of termination.

18. DISCLOSURE OF INFORMATION

18.1 Confidential Information: Subject to Clause 18.2, unless the prior written consent of the other Party is obtained, each Party shall at all times during the continuance of this Connection Agreement utilise all information supplied by it to the other Party (or any of its representatives or employees) only for the purpose of the performance of this Connection Agreement and for no other purpose whatsoever. Each Party shall at all times during the continuance of this Connection Agreement and for a period of 2 years after its termination keep all such Confidential Information strictly confidential. The obligations contained in this Clause 18.1 shall not apply where the information in question is in the public domain either at the time of disclosure or at any time thereafter other than by reason of a breach of this Connection Agreement.

18.2 Permitted Disclosures of Confidential Information: Notwithstanding the provisions of Clause 18.1, it shall not be a breach of this Connection Agreement for a Party to disclose Confidential Information:

- 18.2.1 to a professional advisor of, or a consultant to such Party;
- 18.2.2 to any Affiliate of such Party;
- 18.2.3 to any bona fide potential transferee or assignee of the whole or a significant part of the issued share capital of such Party or any Affiliate thereof or of such Party's interest under, or related to, this Connection Agreement, provided that such Party obtains the prior written agreement of the potential transferee or assignee that it shall only use the disclosed information for the purposes of the potential transfer or assignment;
- 18.2.4 to the extent required by law or any Legal Requirement (including any licence) or the regulations of a recognised stock exchange, or any governmental agency;
- 18.2.5 to the extent required by the order of any court or statutory body having competent jurisdiction over the receiving Party;
- 18.2.6 to the Commission or any other Competent Authority;
- 18.2.7 to any person to which disputes are referred for resolution in accordance with Clause 16; or
- 18.2.8 in order to comply with the terms and conditions of the Code of Operations.

18.3 Freedom of Information Act 2014:

- 18.3.1 The Company recognises that Gas Networks Ireland is subject to legal duties which may require the release of information under the Freedom of Information Act 2014 and other applicable legislation or codes governing access to information. Such information may include matters relating to, arising out of or under this Connection

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Agreement. Any such information which must be so disclosed by Gas Networks Ireland will not be considered Confidential Information for the purposes of this Connection Agreement.

19. NO WAIVER

- 19.1 A waiver of any term, provision or condition of or consent granted under this Connection Agreement shall be effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given.
- 19.2 No failure or delay on the part of any Party in exercising any right, power or privilege under this Connection Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 19.3 A Party that exercises in whole or in part any right and remedy provided under this Connection Agreement or by law is not precluded or restricted from the further exercise of that or any other right or remedy.
- 19.4 Unless specifically provided otherwise, any remedy or right conferred upon Gas Networks Ireland for breach of this Connection Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Connection Agreement or provided for by law.

20. CONTINUING OBLIGATIONS

- 20.1 The obligations of the Parties as described in Clauses [7, 9.8, 10, 11, 12, 13, 14, 15, 16, 18, 20, 22 and 29] of this Connection Agreement shall continue in full force and effect and be fully binding on the Parties notwithstanding termination or expiry.

21. ASSIGNMENT AND SUBCONTRACTING

- 21.1 Subject to Clause 21.3, neither Party shall be entitled to assign the benefit or transfer the burden of this Connection Agreement without prior written consent of the other Party, such consent shall not be unreasonably withheld or delayed.
- 21.2 Where the Company intends to assign the benefit or transfer the burden of this Connection Agreement to a third party, it shall be required:
 - 21.2.1 to demonstrate to the satisfaction of Gas Networks Ireland that the proposed assignee has the financial ability to fulfil the Company's obligations under this Connection Agreement; and
 - 21.2.2 to procure that alternative financial security for its obligations under this Connection Agreement, in a form satisfactory to Gas Networks Ireland, is put in place in respect of the proposed assignee's obligations pursuant to this Connection Agreement.

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- 21.3 **Assignment to an Affiliate of Gas Networks Ireland:** Notwithstanding anything to the contrary in Clause 21.1 or 21.2, nothing shall prevent Gas Networks Ireland assigning the benefit or transferring the burden of this Connection Agreement to an Affiliate, such Affiliate to have all the necessary consents, licences, permits, approvals authorisation and any such other requirements necessary for the completion by it of its obligations under this Connection Agreement;

22. NOTICES & COMMUNICATIONS

- 22.1 **Communications:** Any notices or other communications required under this Connection Agreement shall be made by post or email or such other means that Gas Networks Ireland may specify from time to time, so long as same is in writing, in the case of Gas Networks Ireland, to the principal place of business of Gas Networks Ireland as specified in Clause 22.2.2 and in the case of the Company, to the Company's address specified below in Clause 22.2.1. Such notice or communication shall be deemed delivered when received in a legible form.

22.2 Notice Details:

22.2.1 The Company's address for service is set out in Schedule 1.

22.2.2 Gas Networks Ireland's address for service is as follows:

Gas Networks Ireland
Gasworks Road
Cork
Attn: National Customer Acquisition Manager
Tel Number: 021 4534000
Fax Number: 021 4534001
Email: new_connections@gasnetworks.ie

22.2.3 If Gas Networks Ireland changes its principal place of business it shall promptly notify the Company in writing.

22.2.4 If the Company changes its address for service in Ireland (as specified above) it shall promptly notify Gas Networks Ireland in writing.

23. ENTIRE AGREEMENT

- 23.1 This Connection Agreement, and the Application constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes any previous agreement between the Parties relating to the subject matter of this Connection Agreement.
- 23.2 Each Party acknowledges and agrees that in entering into this Connection Agreement, it has not relied on any statement, representation, warranty or undertaking of any person which is not expressly set out in this Connection Agreement or any documents referred to in it.

24. SEVERANCE

- 24.1 Each provision and each part of each provision of this Connection Agreement is separate, severable and enforceable. If at any time any provision (or part of a provision) is adjudged by any court or body of competent jurisdiction to be void or unenforceable, neither the validity, legality and enforceability of the remaining provisions of this Connection Agreement in that jurisdiction nor any provision of this Connection Agreement in any other jurisdiction shall be in any way affected or impaired by that judgment.
- 24.2 If all or any part of a provision of this Connection Agreement transpires not to be enforceable against any of the Parties, that non-enforceability shall not render that provision unenforceable against any other Party.
- 24.3 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it would be deleted or modified, the provision shall apply with whatever deletion or modification is necessary to give effect to the commercial intention of the parties. The Parties consent to a court or body of competent jurisdiction giving effect to a provision in such modified form as may be decided by that court or body.

25. VARIATION

- 25.1 This Connection Agreement may be varied only by a document in writing signed by or on behalf of all the Parties or their authorised representatives. No other form of variation is permitted.

26. NEW INDUSTRY STRUCTURE AND INDUSTRY REGIME

- 26.1 **Changes to Legal Requirements:** If, after execution of this Connection Agreement, there shall be enacted and brought into force any Legal Requirement for:
- 26.1.1 the further reorganisation of the gas industry in Ireland or any material part of it;
 - 26.1.2 the further facilitation of the introduction of third-party interests into the affairs of the gas industry in Ireland or any part of it; or
 - 26.1.3 the amendment or variation of any policy of Gas Networks Ireland or the manner in which the Transportation System and any agreements or protocols related thereto are organised;

which necessitates a variation to this Connection Agreement, the Parties shall effect such changes as are reasonably necessary (the "**Amendments**") so as to ensure that the operations contemplated by this Connection Agreement shall be conducted in a manner which is consistent with the effect of the new Legal Requirement and most closely reflects the intentions of the same with effect from the date thereof provided that any such Amendments will be of no greater extent than is required by reason of the new Legal Requirement.

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- 26.2 **Referral to the Commission:** If any Amendments proposed under Clause 26.1 have not been agreed by the Parties within three months of them being proposed (the Parties acting as soon as reasonably practicable), either Party may refer to the Commission for determination and the Parties agree to abide by and to give effect to the Commission's determination, if necessary by entering into an agreement supplemental to this Connection Agreement.
- 26.3 Such changes shall have effect upon the date upon which the Legal Requirement or change in the Code of Operations, in question is brought into force with such transitional arrangements as shall be reasonable and as are in compliance with the new legislation, Directive, rule, regulation, direction, statutory instrument or order, or change in the Code of Operations referred to in Clause 26.1.

27. ANTI CORRUPTION

- 27.1 The Company and Gas Networks Ireland each represent to the other that, with respect to this Connection Agreement and to the best of their knowledge they have not acted in contravention of the:

- 27.1.1 Prevention of Corruption Acts 2018;
- 27.1.2 US Foreign Corrupt Practices Act of 1977; or
- 27.1.3 UK Bribery Act 2010.

(together the “**Anti-Corruption Laws**”)

- 27.2 The Company and Gas Networks Ireland each represent to the other that they have not directly or indirectly made any offer, payment, promise to pay, or authorised payment, or offered a gift, promised to give, or authorised the giving of anything of value to any officer, employee or person acting in an official capacity for any government department or agency or public international organisations (a “**Government Official**”) while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing an act or decision of the Government Official in his or her official capacity, (ii) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (iii) securing an improper advantage or (iv) inducing the Government Official to use his influence to affect or influence any act or decision of a government, in order to assist the Company or Gas Networks Ireland or any of its Affiliates in obtaining or retaining business.
- 27.3 The Company and Gas Networks Ireland each warrant to the other that, with respect to this Connection Agreement they will not:
- 27.3.1 violate any Anti-Corruption Laws; and
 - 27.3.2 directly or indirectly make any offer, payment, promise to pay, or authorise payment, or offer a gift, promise to give, or authorise the giving of anything of value to any Government Official or any other

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person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing an act or decision of the Government Official in his or her official capacity, (ii) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (iii) securing an improper advantage or (iv) inducing the Government Official to use his influence to affect or influence any act or decision of a government or instrumentality, in order to assist Intel or any of its affiliates in obtaining or retaining business.

- 27.4 If Gas Networks Ireland or the Company learns or comes to have reason to know of any payment or transfer (or any offer or promise to pay or transfer) in connection with this Connection Agreement that would violate Anti-Corruption Laws, it shall immediately disclose it to the other Party.

28. COUNTERPARTS

- 28.1 This Connection Agreement may be executed in any number of counterparts and by the different Parties on separate counterpart, each of which when executed and delivered shall constitute an original, all the counterparts together constituting the same agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart. The Parties agree that this Connection Agreement may be executed electronically. Transmission of an executed counterpart of this Connection Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall also constitute delivery of an executed counterpart of this Connection Agreement.

29. GOVERNING LAW AND JURISDICTION

- 29.1 This Connection Agreement and any dispute arising from it shall be governed by, and construed in accordance with, the laws of Ireland.
- 29.2 Subject to the provisions of Clause 16 (Dispute Resolution), each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Ireland for any of the purposes of this Connection Agreement.

30. COMPANY'S PROCESS AGENT

- 30.1 **Appointment of Process Agent:** Where the Company is not an Irish registered company, it hereby confirms that it has irrevocably appointed the Process Agent to receive service on its behalf in respect of any proceedings before the courts of Ireland in connection with this Connection Agreement.

31. ASSENT

- 31.1 The Company HEREBY ASSENTS to the registration of the rights hereby granted to Gas Networks Ireland under this Connection Agreement (and in particular Clause 4) as a burden or a caution against the Company's Premises.

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IN WITNESS WHEREOF this Connection Agreement has been executed on the day and year first above written.

SIGNED

Print Name

being duly authorised to sign this Connection Agreement on behalf of
GAS NETWORKS IRELAND

Date:

SIGNED

Print Name

being duly authorised to sign this Connection Agreement on behalf of
the **COMPANY**

Date:

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SCHEDULE 1 PROJECT SPECIFIC DETAILS

This Schedule sets out the information specific to this Connection Agreement and should be read together with the standard conditions of the Connection Agreement and Schedule 4 Special Conditions.

Company and Project details:	
The Company	
Company's Premises:	
Description of Connection Facilities:	Connection into a Biomethane Network Entry Facility owned and operated by Gas Networks Ireland for Processing and Compression for injection to the GNI Transmission Network.
Relevant particulars of the Programme and Works:	
CP Longstop Date:	
Target Completion Date:	
Financial Information:	
Estimate:	
Amount of Estimated Company Development and Construction Costs Contribution	
Amount of Estimated Supplemental Economic Test Contribution	
Form of Financial Security:	
Amount of Financial Security Required in the Pre-operational Phase:	
Amount of Financial Security to be provided in Capital Recovery Period.	As computed in accordance with Clause 9.

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SCHEDULE 2 WORKS PLANS

Part 1 – GNI Land Acquisition Map [Pipeline Route Plan]

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Part 2 – Pipeline Route Plan

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Part 3 – Project Site

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SCHEDULE 3 PROGRAMME¹

¹ GNI to update for each project.

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SCHEDULE 4 SPECIAL CONDITIONS

The standard Clause s in the Connection Agreement are hereby amended or supplemented as follows:

Clause Number in the Connection Agreement	Amendment to standard Clause

SCHEDULE 5 APPLICATION

SCHEDULE 6 PART 1 FORM OF DEED OF EASEMENT

PART 1 “TX DEED OF EASEMENT - DEVELOPMENT” a pro forma copy.

PART 2 FORM OF AGI LEASE

PART 2 FORM OF AGI LEASE

PART 3 FORM OF TRANSFER

SCHEDULE 7 DECLARATION OF CONFORMANCE

Scope of Work:											
Delivery Facility Operator, DFO:											
Summary:	<p>The Declaration of Conformance consists of two stages:</p> <ul style="list-style-type: none"> • Stage 1 shall be completed and documentation as requested in Appendix A provided before GNI will facilitate tie-in to grid and commissioning. • Stage 2 shall be completed and documentation as requested in Appendix A provided before the delivery facility is considered commissioned. • 										
Design Conditions (at delivery to GNI):	<p>MOP: To be confirmed</p> <p>Temperature: To be confirmed</p> <p>Capacity: To be confirmed.</p> <p>Gas Quality: To be confirmed.</p>										
Equipment set points:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Equipment</th><th style="width: 40%;">Set-point (barg)</th></tr> </thead> <tbody> <tr> <td>Active Regulator</td><td></td></tr> <tr> <td>Monitor Regulator</td><td></td></tr> <tr> <td>Slam-shut</td><td></td></tr> <tr> <td>PRV</td><td></td></tr> </tbody> </table>	Equipment	Set-point (barg)	Active Regulator		Monitor Regulator		Slam-shut		PRV	
Equipment	Set-point (barg)										
Active Regulator											
Monitor Regulator											
Slam-shut											
PRV											
Statement of Compliance:	Project specification to be inserted pre-execution.										

Declaration

Stage 1 – the design, manufacture, construction and installation of all materials, equipment and infrastructure is in accordance with the requirements as identified above:

Role	Name	Signature	Date
PSDP			
PSCS			
The Company / DFO			

Stage 2 – the Site Acceptance Testing, SAT and commissioning of all equipment and materials has been completed in accordance with the requirements above:

Role	Name	Signature	Date
PSDP			
PSCS			
The Company / DFO			

SCHEDULE 8 FINANCIAL SECURITY, COMMITTED GAS FLOW AND REVENUE REQUIREMENT

In accordance with the requirements of the Gas Networks Ireland Connection Policy the Company is required to put in place and maintain Financial Security for a period of 7 (seven) years following the date on which the Connection Facilities are Operational.

This schedule sets out certain information for the establishment of and worked examples of calculation methodology of the Capital Recovery Amount, Revenue Requirement, required Financial Security during the Capital Recovery Period and related elements.

Part 1 - Capital Recovery Amount

The Capital Recovery Amount for the purpose of this Connection Agreement shall be calculated by Gas Networks Ireland in accordance with methodology in Table 2 when the Balance of the Development and Construction Costs is determined and the Operational date is determined.

The Parties may agree an assumed date on which the Connection Facilities will be Operational for the purpose of the calculation.

Part 2 – Committed Gas Flow and Financial Security

Table 1 below sets out an example of;

- a. The Annual Committed Gas Flow and
 - b. Revenue Requirement in respect of each year of a Capital Recovery Period
- in each case based on the worked example of the Capital Recovery Amount referred to in Part 1 and on the same assumptions.

Table 1

	Annual Committed Gas Flow (expressed in kWhr)	Revenue Requirement
Year 1		
Year 2		
Year 3		
Year 4		

Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

The amount in the above table are indications based on estimated numbers.

Once the date on which the Connection Facilities are or will become Operational is determined (or, otherwise agreed by the parties), and the Capital Recovery Amount has been determined, the Revenue Requirement and the Required Financial Security for each year of the Capital Recovery Period will be calculated for the purpose of this Connection Agreement and notified to the Company.

Table 2

The following Revenues for each year in the 10-year appraisal period are calculated based on the published GNI tariffs

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	
Gas Flows (kWh)											
Revenue											
Transmission - Capacity											
Transmission - Commodity											
Distribution - Capacity											
Distribution - Commodity											
Total Revenue											

The below assumptions are applied to the annual revenue calculations

- The gas flows are the Customer's committed gas flows.

- [Annual production is 8000 hours.]

GNI shall, following the end of each year, for a period of 10 (ten years) from the date on which the RNG Entry Point becomes Operational, calculate the Net Revenue (being the actual revenue amounts received or receivable by GNI derived or deemed derived from Attributable Tariffs associated with the Delivered Quantity less the costs incurred in respect of such deliveries). The Net Revenue amounts determined in respect of each year shall then be discounted using Gas Network Ireland's published rate of return from the end of the relevant year to the date on which RNG Entry Point became Operational. The discounted amounts shall then be aggregated ("**Aggregate Discounted Net Revenues**"). The NPV at the end of a given year shall then be calculated as the Balance of Development and Construction Costs less the Aggregate Discounted Net Revenues.