

STATEMENT OF TERMS

FOR

CONNECTED SYSTEM POINT AT MITCHELSTOWN CGI

between

GAS NETWORKS IRELAND ("TRANSPORTER")

and

GAS NETWORKS IRELAND ("CGI ADMINISTRATOR")



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STATEMENT OF TERMS BETWEEN THE TRANSPORTER AND CGI ADMINISTRATOR

AT MITCHELSTOWN CONNECTED SYSTEM POINT

We set out below the terms and conditions (the “Terms”) to reflect the provisions of a Connected System Agreement which will apply as between

- (1) GNI in its capacity as holder of the Transportation Licences (the “Transporter”) and
- (2) GNI acting in its capacity as the CGI Administrator of the CGI Amenities at the Connected System Point at Mitchelstown, Co. Cork;

each a “Party” and together the “Parties”.

The Parties intend that this agreed form document is as approved by GNI in respect of GNI acting as Transporter and CGI Administrator.

BACKGROUND:

- (A) The Transporter is the owner and operator of the Transportation System and as such has published the Code of Operations, a copy of which as in force at the date of this Agreement has been provided to the CGI Administrator, setting out the terms and conditions upon which Shippers may arrange with the Transporter for the conveyance of Natural Gas by means of the Transportation System.
- (B) GNI owns and operates the CGI Site including the CGI Amenities.
- (C) The CGI Administrator is the administrator of the CGI Amenities and as such administers access to and use of the CGI Amenities pursuant to Producer Services Agreement(s).
- (D) This is the CGI Statement of Terms as defined in the Code of Operations and as such the Connected System Agreement for the Connected System Point for the purpose of the Code of Operations.
- (E) This Agreement includes arrangements to reflect the terms and conditions of a Connected System Agreement which the Transporter enters into with respect to a connected system point having due regard to the specificities of the CGI Entry Point and the Connected System Point at the CGI Entry Point.
- (F) Gas Networks Ireland, in its role as both CGI Administrator and Transporter is agreeing to comply with the terms of this Agreement on an arm’s length basis insofar as practicable in order to comply with its obligations under the Code of Operations to enter into good faith negotiations for a Connected System Agreement in respect of any proposed new Entry Point on appropriate terms. This ensures that there are robust management systems in place in respect of the interface at the Connected System Point and that any specific operational provisions relating to the CGI Facility

that cannot be appropriately captured in the Code of Operations are provided for. The existence of this Agreement shall not relieve the Shippers or the Transporter of any obligations under the Code of Operations.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Except where the context otherwise expressly indicates, the following terms in this Agreement including the Background shall have the following meanings (technical standard units and terms being defined in Schedule 6), which definitions shall apply to the main body of this Agreement as well as to the Schedules:

"Accredited Laboratory" has the meaning given in Schedule 5 paragraph 6.7

"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 fifty percent (50%) of the voting rights of the other company or entity –

"Agreement" means this agreement between the Parties including the Schedules appended hereto

"Applicable NIS Law" means EU Directive 2022/2555 on security of Network and Information Systems and any law or regulation amending, implementing or supplementing it

"Business Day" means Monday to Friday (inclusive) excluding public and bank holidays and days on which banks close for business in Ireland

"CGI Administrator" means the administrator of the CGI Amenities as defined in this Agreement

"CGI Amenities" means the property and facilities at the CGI Site (excluding the CGI Facility) adjacent to and upstream of the Connected System Point which Producers may access in accordance

with a PSA administered by the CGI Administrator.

"CGI Capacity Limit"

has the meaning given to it in the Code of Operations.

"CGI Entry Point"

means the point located at the Connected System Point at the CGI and at which one or more CGI Gas Points may be configured by the Transporter at which RNG may be delivered to the Transportation System

"CGI Facility" or "CGI"

means the central grid injection facility at the CGI Site at Mitchelstown, Co. Cork and outlined in red on the CSP Diagram (as that facility is expanded from time to time) forming part of the Transportation System at which Shippers RNG may be tendered for delivery to the Transportation System at individual CGI Gas Points and which facility provides CGI Metering .

"CGI Gas Point"

has the meaning given to it in the Code and for the purpose of this Agreement means a CGI Gas Point established as such in accordance with Schedule 1.B

"CGI Metering"

means a metering process utilising the Transporter Measurement and Control Equipment which includes an electronic register which captures and retains metering information pertaining to each CGI Gas Point configured within the CGI Entry Point and which allows RNG delivered at each CGI Gas Point to be metered separately and independently of each other CGI Gas Point configured within the CGI Entry Point.

"CGI Site"

means the site at Mitchelstown, County Cork on which the CGI Facility and the CGI Amenities are located, as identified in the CSP Diagram.

"Code of Operations" or "Code"

means the code of practice for the operation of the Transportation System

published pursuant to the provisions of Section 13(1) of the Gas (Interim) (Regulation) Act 2002 and approved by the Commission which governs certain aspects of the relationship between the Transporter and Shippers, as modified from time to time

"Commission"

has the meaning given in the Code of Operations

"Communication Plan"

has the meaning in Clause 4.2

"Competent Authority"

means the Department, the 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 the Parties, the CGI Amenities, the Transportation System or that part of the South North Pipeline located in the Republic of Ireland

"Connected System Point"

the points of physical connection at the Decanting Stanchions as identified from time to time in the CSP Diagram

"Connected System Point Diagram/CSP Diagram"

means the diagrammatic representation of the Decanting Stanchions as identified from time to time in the diagram in Schedule 1.A as that diagram is amended from time to time and provided to the CGI Administrator by the Transporter pursuant to Clause 2.5

"Constraint Notice"

means a notice substantially in the form as set out in Schedule 3 Appendix 2.

"Constraint"

means an inability on the part of the Transportation System to take delivery at the Connected System Point of the End of Day Delivery Quantity

"Curtailement Notice"	means a notice substantially in the form as set out in Schedule 3 Appendix 3
"Curtailement"	means an inability on the part of the CGI Amenities to facilitate delivery at the Connected System Point the End of Day Delivery Quantity
"Daily Flow Notification"	shall mean an Initial Daily Flow Notification or a Revised Daily Flow Notification as the case may be
"Day D"	means a Day on which Natural Gas flows or is scheduled to flow and Day D plus or minus any value (e.g. Day D-1, Day D+1) shall be construed accordingly
"Day"	has the meaning given in the Code of Operations
"Decanting Stanchion"	means the equipment (including connection hoses) used or to be used to transfer RNG which has been transported to the CGI Site by a Producer, and which RNG will be tendered for delivery to the Transportation System by a Shipper to the pressure reduction skid (PRS) in the CGI Facility.
Department"	shall mean the Department of Housing, Local Government and Heritage or such other government department as shall have jurisdiction over the Transporter from time to time
"Directive"	has the meaning given in the Code of Operations
"Effective Date"	means the date of this Agreement
"Emergency"	means 1) any event or circumstance or combination of events or circumstances which have

occurred or may occur and which in the opinion of the Transporter or the CGI Administrator:

(i) adversely affects, or may adversely affect the operational integrity and/or the safe conveyance of Natural Gas in the Transportation System and/or the CGI Amenities;

(ii) adversely affects or may adversely affect the safety of the Transportation System, the CGI Amenities or any other people or property at or in the vicinity of the CGI Sites;

(iii) which otherwise results or may result in the safety of life, property or the environment being significantly at risk;

- 2) an escape or suspected escape of Natural Gas from any container or system;
- 3) Natural Gas conveyed by the Transportation System is at such a pressure or of such a quality as to constitute, when supplied to premises, a danger to life or property;
- 4) the Transporter's ability to maintain safe pressures within the Transportation System is affected or threatened by an interruption or disruption to the Transportation System, an insufficiency of deliveries of Natural Gas to the Transportation System or any actual or potential failure of or damage to any part of the Transportation System; and

- 5) any other circumstances reasonably believed by the Transporter, the National Gas Emergency Manager, or the CGI Administrator (as the case may be) to constitute an emergency (which, for the avoidance of doubt, may include circumstances upstream or downstream of the Connected System Point).

Where the context requires, a reference to an Emergency includes the event or circumstance which gives rise to such Emergency;

Any reference in this definition of Emergency to the Transportation System and/or the CGI Amenities shall include any localised part or parts thereof.

"End of Day Delivery Quantity" or "EODQ" means the quantity of gas scheduled to be delivered at each CGI Gas Point and in aggregate at the CGI Entry Point to the Transportation System on a Day as the context so admits or requires

"Entry Capacity" has the meaning given in the Code of Operations

"Entry Point" has the meaning given in the Code of Operations

"Entry Point Adjustment Quantity" has the meaning given in the Code of Operations

"EPA" means the Environmental Protection Agency established pursuant to the provisions of the Environmental Protection Agency Act 1992 or such body as may be charged with the function of the EPA from time to time

"Expert"	means the Person appointed as such in accordance with Clause 11
"Feedstock"	means the input used by a Producer in the production of Renewable Natural Gas at that Producer's Production Facility, as provided for in the relevant Measurement Risk Assessment
"Force Majeure Event"	has the meaning in Clause 12.2
"Gas Networks Ireland" or "GNI"	means Gas Networks Ireland DAC a designated activity company (CRO No.555744) having its registered office at Gasworks Road, Cork
"GNI (IT) Systems"	has the meaning given in the Code of Operations
"GNI Standards"	means: (a) this Agreement; (b) the Station Operating Procedure; (c) the Communications Plan; (if any) (d) the Measurement Standards
"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 any applicable environmental laws), which

are prohibited or restricted under applicable environmental laws

"Hourly Flow Rate"

means the hourly volume flow rate (in SCM/hour) of Natural Gas to be delivered at each Decanting Stanchion at the Connected System Point

"Information"

has the meaning in Clause 8.2

"Initial Daily Flow Notification"

means a notification by the CGI Administrator to the Transporter of the End of Day Delivery Quantity of Natural Gas to be delivered at the Connected System Point on a Day in accordance with Schedule 3 paragraph 2.3

"IEI"

means the Institute of Engineers of Ireland

"Legal Requirement"

has the meaning given in the Code of Operations (and for the purpose of this Agreement shall include the Code of Operations)

"Maximum Hourly Delivery Rate"

means the operationally maximum hourly volume rate (in SCH/hour) at which Natural Gas can be delivered to the Transportation System at each Decanting Stanchion as set out in Schedule 3 paragraph 3.

"Measurement Risk Assessment"

means an assessment carried out in respect of each Producer, each Producer's Production Facility and separately in respect of each Production Facility by or on behalf of the Transporter in order to gain a semi quantitative ranking of risks associated with the measurement of various gas quality and related parameters which assessment is based on certain assumptions related to the type and quality of the Renewable Natural Gas tendered for delivery at the Connected System Point (as such document may be

amended or replaced by the Transporter from time to time)

"Measurement Standards"

means the applicable industry standards for the testing of gas quality samples as set out in (as amended from time to time in accordance with this Agreement);

"Meter"

means the custody transfer fiscal gas meters and equipment installed and operated by the Transporter for measuring in SCM/hour volumes of Natural Gas delivered to the Transportation System at the Connected System Point which provides CGI Metering

"Metered Quantity"

means the quantity(ies) of Renewable Natural Gas determined as having been delivered to the Transportation System at the Connected System Point in total and separately in respect of each CGI Gas Point on a Day as measured by the Transporter Measurement and Control Equipment or as otherwise determined by the Transporter pursuant to Schedule 5.

"National Gas Emergency Manager"

has the meaning given in Section 2 of the Gas (Interim) (Regulation) Act 2002 (as amended)

"Natural Gas Emergency Plan"

has the meaning given in Section 2 of the Gas (Interim) (Regulation) Act 2002 (as amended)

"Natural Gas Quality Specification"

means the quality specification for Renewable Natural Gas to be to be delivered at the Connected System Point as set out in Schedule 4 or such other specification for Renewable Natural Gas as may be notified to the CGI Administrator by the Transporter from time to time, acting as a Reasonable and Prudent Operator and in compliance with applicable Legal Requirements

"Natural Gas"	has the meaning given in the Code of Operations
"Operational Date"	means the date specified in the notice given by the Transporter confirming that all Conditions Precedent have been satisfied or waived to its satisfaction in accordance with Clause 2.3 and in respect of any expansion of the CGI Facility the date as specified by the Transporter
"Party"	means the CGI Administrator or the Transporter (as applicable) and "Parties" shall be construed accordingly
"Permitted Range"	means the percentage range of Uncertainty in relation to energy flow and volume flow as specified in Schedule 5 Section 1 paragraph 3
"Person"	means any natural person, company, firm, partnership, association or body corporate
"Producer"	means a Person that has entered into a Producer Services Agreement with the CGI Administrator and which person owns and operates the Production Facility as referred to in the PSA.
"Production Facility"	means in respect of a Producer that Producers production and upgrading facility (or facilities) as identified in the Producer's PSA
"Producer Services Agreement" or "PSA"	means the agreement between a Producer and the CGI Administrator which permits access to the CGI Amenities for the purpose of decanting RNG (produced at the Producer's Production Facility) to enable such RNG to be tendered for delivery to the Transportation System

"Reasonable and Prudent Operator"	has the meaning given to it in the Code of Operations
"Rejection Notice"	means a notice rejecting a Daily Flow Notification issued by the Transporter under Schedule 3
"Repeat Signals"	means those repeat signals (if any) described at Section 5.1 of Schedule 5 hereto
"Revised Daily Flow Notification"	means a revision to an Initial Daily Flow Notification or previous Revised Daily Flow Notification in respect of a Day
"Renewable Natural Gas" or "RNG"	has the meaning given to it in the Code of Operations
"ROV"	means the remotely operated valve which isolates the CGI Facility in order to prevent the onward transmission of gas to the remaining part of Transportation System.
"Safety Case"	means a document prepared as such by the Transporter in respect of the Transportation System incorporating the CGI Facility and access to it and as approved pursuant to any applicable Legal Requirement
"Shipper"	has the meaning given in the Code of Operations
"Spot Sampling"	has the meaning given in Schedule 5 Section 6.5
"Station Operations Overview"	means the document of that name outlining procedures and specifications relevant to the operation of and access to the CGI Amenities and to facilitate the delivery of Renewable Natural Gas to the Transportation System, as may be amended from time to time by the Parties.

"System"	means the CGI Amenities or the Transportation System as the context requires and "Systems" means both of them
"Technical Capacity"	has the meaning given in the Code of Operations
"Third Party"	means a Person who is not a Party to this Agreement including for avoidance of doubt a Producer
"Toxic and Dangerous Waste"	means any Hazardous Materials on, in or under the CGI Site at the Effective Date, or which is brought onto or placed on, in or under the CGI Site including by the CGI Administrator or by any Producer (its servants, agents or contractors) or its Affiliate after the Effective Date without the written consent of the Transporter, 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
"Transportation Arrangement"	means a transportation arrangement (incorporating the provisions of the Code of Operations) between the Transporter and a Shipper for the transportation of Natural Gas in the Transportation System and reference to such a transportation arrangement shall include the Code of Operations
"Transportation Licence"	has the meaning given in the Code of Operations
"Transportation System"	means the transmission system and distribution systems for the transportation of Natural Gas in the Republic of Ireland owned and operated by the Transporter under the regulation of the Commission and operated pursuant to the Code of Operations and which shall include the CGI Facility

"Transporter Measurement and Control Equipment"

means the equipment and apparatus owned and operated by the Transporter to:

- (a) measure the volume of Renewable Natural Gas delivered to the Transportation System at the Connected System Point in respect of each relevant CGI Gas Point;
- (b) determine whether Renewable Natural Gas is in compliance with the Renewable Natural Gas Quality Specification; and
- (c) undertake such other actions in respect of Renewable Natural Gas tendered for delivery as the Transporter may require (acting as a Reasonable and Prudent Operator) to permit entry to the Transportation System e.g. filtration, compression, odourisation etc.

The Transporter Measurement and Control Equipment shall include, without limitation, the ROV

"Wilful Misconduct"

means, in relation to any Party to this Agreement, an intentional and conscious, or reckless, disregard of any provision of this Agreement or of good gas industry practice by any of such Party, or its Affiliates, directors or senior supervisory or management employees but shall not include any act, omission, error of judgement or mistake made in the exercise of good faith, and which exercise of such good faith is:

- (a) done or made in the exercise of any function, authority or

discretion conferred on that Party under this Agreement; or

- (b) justifiable by special circumstances including, but not limited to, the safeguarding of life, property or the environment and other emergency situations

- 1.2 Where the sense requires, terms denoting the singular only shall include the plural and vice-versa, and reference to a gender shall include any other gender.
- 1.3 Unless otherwise stated, a reference to a Clause, Section or Schedule is a reference to a clause, section or schedule of this Agreement.
- 1.4 The Schedules to this Agreement shall form an integral part of this Agreement and any Clause which contains a reference to a Schedule shall be read as if all of such part or Section of the Schedule which is referred to was set out in the main body of the Clause itself but, if there is a conflict, the provisions of the main body of this Agreement shall prevail over such Schedule to the extent necessary.
- 1.5 Clause, paragraph and Section numbers and headings are inserted for convenience of reference only and shall not affect the construction of this Agreement.
- 1.6 References to “day”, “month” and “year” shall, unless otherwise stated, mean a calendar day, month and year respectively.
- 1.7 Unless otherwise expressly provided herein, reference to an agreement or instrument is to the same as properly amended, modified, novated or replaced from time to time.
- 1.8 Reference to a statute, by-law, regulation, rule, delegated legislation or order is to the same as amended, modified consolidated or re-enacted from time to time and to any by-law, regulation, rule, delegated legislation or order made thereunder.
- 1.9 Unless otherwise defined in this Agreement or otherwise agreed in writing between the parties hereto, terms defined in the Code of Operations from time to time shall have the same meaning when used in this Agreement.
- 1.10 The words “include” and “including” shall be construed without limitation.
- 1.11 Unless otherwise stated, references to time are to time in Ireland.

- 1.12 For the purposes of the final determination of any values herein, all values will be calculated to two (2) decimal places by initially calculating without rounding, adding the value five (5) to the value in the 3rd decimal place and then deleting all decimals to the right of the 2nd decimal.
- 1.13 The determination of any quantities herein is based on, a "Day" or "day" as a period of twenty-four (24) hours. In the event of a twenty-three (23) or twenty-five (25) hour Day or day, a quantity set out in this Agreement shall be adjusted by multiplying such quantity by the number of hours on such Day or day and dividing the result thereof by twenty-four (24).
- 1.14 Unless otherwise provided, references in a Schedule to this Agreement to Sections and paragraphs are references to Sections and paragraphs of the Schedule in which such reference is made.
- 1.15 Natural Gas which flows from the CGI Amenities to the Transportation System shall be deemed to be "delivered" at the Connected System Point.
- 1.16 Where this Agreement imposes an obligation on the CGI Administrator to do or not to do any act or thing such obligation shall include and be construed as an obligation on the CGI Administrator to procure compliance (including compliance by Third Party (including for avoidance of doubt a Producer) with such obligation.

2. EFFECTIVE DATE AND DURATION

- 2.1 This Agreement shall take effect on and from the Effective Date and shall continue in force and effect unless and until terminated pursuant to Clause 2.3 or Clause 14.
- 2.2 Notwithstanding any other provisions of this Agreement, it is agreed between the parties hereto that Renewable Natural Gas may not be delivered to the Transportation System at the Connected System Point until such time as:
- (a) the CGI Amenities and the CGI Facility shall have been satisfactorily commissioned on the CGI Site to the satisfaction of the Transporter;
 - (b) a PSA has been executed and is in effect pursuant to which a Producer is obliged to comply with inter alia the relevant provisions of this Agreement, the Station Operations Overview and any applicable Local Operating Procedures;
 - (c) a CGI Entry Point at the Connected System Point has been declared pursuant to the Code of Operations;
 - (d) such configuration or other works as the Transporter may determine appropriate having taken place to the Transporters reasonable satisfaction

to facilitate the delivery of Renewable Natural Gas at a CGI Gas Point at the CGI Entry Point;

- (e) a Shipper is registered at a CGI Gas Point configured within the CGI Entry Point at the Connected System Point pursuant to the Code of Operations;
- (f) the Safety Case in respect of the Transportation System incorporating the CGI Facility has been developed, accepted and/or approved in accordance with any Legal Requirement;
- (g) the Transporter is satisfied that all relevant insurances are in effect;

and each Party shall use all reasonable endeavours to satisfy or procure satisfaction of relevant conditions as applicable to it as soon as is reasonably practicable.

2.3 Notwithstanding any other provisions of this Agreement, in the event that the Transporter has not given notice that the conditions referenced in Clause 2.2 has not been either satisfied or waived by the Parties hereto by the first anniversary of the Effective Date or such later date as the Parties may otherwise agree in writing, this Agreement may be terminated forthwith by one Party serving written notice on the other Party to such effect at any time thereafter and while such condition or conditions remain unsatisfied. Until such time as such notice is given, the Parties shall continue to use all reasonable endeavours to satisfy or procure satisfaction of any outstanding condition(s) as soon as is reasonably practicable.

2.4 If at any time following:

- (a) the expiry of twelve (12) months after the Effective Date, no Renewable Natural Gas has been delivered at any CGI Gas Point at the CGI Entry Point to the Transportation System and allocated to a Shipper at that CGI Gas Point (other than as a result of Force Majeure); or
- (b) after the first Day in respect of which Renewable Natural Gas delivered at a CGI Gas Point at the Connected System Point to the Transportation System has been allocated to a Shipper, for a continuous period of twelve (12) months (other than as a result of damage to or failure of any part of the CGI Amenities or the Transportation System where such damage is other than as a result of a Force Majeure Event and is being remedied with reasonable diligence) no Renewable Natural Gas has been tendered for delivery at the CGI Entry Point at the Connected System Point;

and in either event:

- (i) it is not reasonably foreseeable that within the following twelve (12) months Renewable Natural Gas will be tendered for delivery at the Connected System Point; and

- (ii) as a result of the circumstances described in paragraphs (a) or (b) and paragraph (i) above, it is no longer economic for either Party to maintain the connection of its System to the other Party's System,

the Parties shall discuss in good faith such circumstances and what steps may be taken with a view to agreeing a basis on which such continued connection may be made economic or the termination of this Agreement.

- 2.5 the CGI Facility may be expanded from time to time such that there may be additional Decanting Stanchions and enhanced capacity at the CGI Entry Point when the expansion is Operational.
- 2.6 The Transporter shall provide a revised CSP Diagram to the CGI Administrator following completion of any such expansion when the expansion is Operational and such revised diagram shall be and shall be deemed to be included in Schedule 1.A in substitution for the prior CSP Diagram.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Subject to the terms of this Agreement, it is agreed that the CGI Amenities and the CGI Facility at the Connected System Point shall be maintained at the CGI Site.
- 3.2 The Parties agree that, in all material respects, the CGI Amenities and the Transportation System shall prior to first Renewable Natural Gas flows at the Connected System Point be, and shall thereafter continue to be, technically and operationally compatible at the Connected System Point, for the purpose of Renewable Natural Gas flowing safely from the CGI Amenities to the Transportation System in accordance with the provisions of this Agreement.
- 3.3 If the Transporter proposed to modify the CGI Facility or the CGI Administrator proposed to modify the CGI Amenities or Station Operations Overview in each case such that the operations at the CGI Amenities and the CGI Facility would cease to be technically and/or operationally compatible at the Connected System Point following such modification, then the Party proposing the modification shall give the other Party as much advance notice of the same as is reasonably practicable. Following the giving of such notice the Parties shall meet as soon as reasonably practical to discuss in good faith the implications of the proposed modification on the CGI Amenities or the CGI Facility (as the case may be).
- 3.4 Notwithstanding the foregoing where by reason of any modification, made or to be made by the Transporter to the CGI Facility or by the CGI Administrator to the CGI Amenities or Station Operations Overview, the CGI Amenities and the Transportation System cease or will cease to be technically and operationally compatible then in the

case of modifications to the CGI Facility the CGI Administrator shall promptly modify the CGI Amenities and in the case of modifications to the CGI Amenities the Transporter shall promptly modify the CGI Facility so as to restore the compatibility between the CGI Amenities and the CGI Facility. The Party whose modifications have caused the incompatibility between the CGI Amenities and the CGI Facility shall reimburse the other Party any expenditure reasonably incurred by the other Party in carrying out those modifications necessary to address the incompatibility that directly results from the initial modifications except where such initial modifications are made in order to comply with any Legal Requirement which did not previously exist in relation to the CGI Facility or the CGI Amenities (as the case may be).

Without prejudice to the foregoing and for the avoidance of doubt:

- (a) the Transporter shall in no circumstances be liable for any modifications required to any plant equipment or facilities upstream of the CGI Amenities; or any plant equipment or vehicles utilised by or on behalf of Producers to decant Renewable Natural Gas at any CGI Gas Point at the Connected System Point
- (b) the CGI Administrator shall in no circumstances be liable for any modifications required to any part of the Transportation System downstream of the CGI Facility;
- (c) the Transporter shall not be liable to pay the CGI Administrator or any Third Party any costs in respect of modifications to the CGI Amenities that arise as a result of any modifications to the Transportation System (other than to the CGI Facility).

3.5 Nothing in this Agreement shall:

- (a) impose or confer on the CGI Administrator any obligation or entitlement to deliver or facilitate delivery of Renewable Natural Gas to the Transportation System or on the Transporter any obligation or entitlement to offtake Natural Gas from the CGI Amenities or from any Third Party delivering gas via the CGI Amenities, or in either case as to the rates, quantities, pressure and quality of Natural Gas so delivered or offtaken, (it being acknowledged that the only persons having such obligations or entitlements with respect to the Transportation System are Shippers) and with respect to the CGI Amenities are Producers;
- (b) make any provision of any Transportation Arrangement or any Producer Services Agreement binding as between the CGI Administrator and the Transporter;
- (c) impose or confer on any Shipper or any Third Party any obligation or entitlement to deliver Renewable Natural Gas to or offtake Renewable Natural Gas from the applicable System (but without prejudice to any Transportation Arrangement or PSA); or

- (d) take effect as a warranty against defects by either Party in relation to its System.
- 3.6 Subject to Clause 3.4, nothing in this Agreement shall be construed as requiring either Party to reinforce any part of its System or to take any other step with a view to it being feasible to tender Renewable Natural Gas for delivery, or accept Renewable Natural Gas made available for delivery into its System, as applicable, at the Connected System Point in any quantities or at any rate, nor to accept an application by any Shipper for any capacity in the Transportation System.
- 3.7 The Transporter shall not be liable to the CGI Administrator or any Third Party in respect of any failure by Shippers to comply with any provision of any Transportation Arrangements nor shall either Party be liable to the other for any failure of that Party to make Renewable Natural Gas (at any rate or pressure or of any quality or in any quantity) available for offtake from, or accept delivery of Renewable Natural Gas into, its System.
- 3.8 The CGI Administrator acknowledges that the Transportation Arrangements contain or may contain provisions pursuant to which the ability of the Transporter to take delivery of Renewable Natural Gas tendered for delivery to the Transportation System may be suspended or discontinued and/or the rate of such delivery or offtake may be limited.
- 3.9 The Transporter acknowledges that PSA's contain or may contain provisions whereby access to the CGI Amenities may be suspended or discontinued in respect of one or more or all Producers or such access may be limited.
- 3.10 The CGI Administrator shall notify the Transporter and Producers, and the Transporter shall notify any affected Shipper in a timely manner of any and all issues which may affect the availability or operation of the CGI Amenities and/or the ability of the CGI Administrator and/or the CGI Amenities to enable Producers make Renewable Natural Gas available for delivery to Shippers for onward delivery to the Transportation System at the Connected System Point.
- 3.11 It is acknowledged:
- (a) that the Transporter is responsible for determining the amount of capacity in the Transportation System which shall be made available at the CGI Entry Point (and at each CGI Gas Point) to the Transportation System at the Connected System Point; and
 - (b) by the CGI Administrator that the number of Shippers which may be registered at a CGI Gas Point configured within the CGI Entry Point at the Connected System Point in respect of any Day shall be regulated pursuant to the Code of Operations; and

- (c) that Renewable Natural Gas may not be delivered at a CGI Gas Point at the CGI Entry Point at the Connected System Point on any Day on which there is no Registered Shipper for that Day at that CGI Gas Point.

- 3.12 Each Party will perform its duties under this Agreement in accordance with the standard of a Reasonable and Prudent Operator and in compliance with the terms and conditions of this Agreement
- 3.13 Where pursuant to any Legal Requirement, either Party is required to take a particular action or not to take or to cease a particular action, nothing in this Agreement shall prevent such Party from taking such action or not taking, or ceasing to take, such action and such Party shall not be in breach of any of its obligations to the other Party pursuant to this Agreement where such Party acts in accordance with such Legal Requirement.
- 3.14 The ROV which forms part of the Transporter Measurement and Control Equipment has been designed and configured to automatically close (as described in Schedule 5) and can be manually closed on site or remotely closed including in the circumstances as described in Schedule 5, Section 6 paragraph 6.10.
- 3.15 Without prejudice to any other rights of the Transporter under this Agreement the CGI Administrator acknowledges that the Transporter, acting as a Reasonable and Prudent Operator responsible for the operation of the Transportation System, may in certain circumstances close the ROV.

4. OPERATING PROCEDURES AND COMMUNICATION PLAN AND PRIORITY

- 4.1 The Parties shall comply with the operating procedures (otherwise Local Operating Procedures or LOPs) further detailed in Schedule 7 (including all agreed amendments thereto) and such other operating procedures as may be agreed between them from time to time.
- 4.2 The Transporter may develop and notify to the CGI Administrator a communications plan outlining the process for operational communications between the CGI Administrator and the Transporter (the “**Communications Plan**”). The Transporter may vary the Communications Plan from time to time. The CGI Administrator shall comply with any Communications Plan so notified to the CGI Administrator by the Transporter from time to time.
- 4.3 In the event of any inconsistency between the Parties obligations pursuant to any Legal Requirement, this Agreement, and/or any Local Operating Procedure(s) such inconsistencies shall subject as set out below be resolved in the following order of priority:

- (a) Legal Requirement
- (b) this Agreement
- (c) Local Operating Procedure(s)
- (d) the Communications Plan

4.4 It is agreed between the Parties that certain of the Local Operating Procedures relate specifically to or extend to the CGI Amenities and the arrangements between the CGI Administrator and Third Parties. The CGI Administrator shall and shall oblige Producers to comply with relevant provisions of all such Local Operating Procedures. Without prejudice to the foregoing the CGI Administrator shall oblige all Producers to comply with and/or co-operate to facilitate compliance with all Local Operating Procedures where reasonably required.

4.5 All references to Delivery Facility Operators and or DFOs in the LOPs or in the Station Operations Overview shall be construed as a reference to a Producer as defined in this Agreement.

5. GAS POINT CONFIGURATION DELIVERY AND OFFTAKE PROVISIONS

5.1 The provisions of Schedule 1.B shall apply with respect to the configuration of CGI Gas Points at the CGI Entry Point.

5.2 The provisions of Section 4 of Schedule 2 hereto shall apply with respect to the pressure of Renewable Natural Gas made available for delivery at the Connected System Point.

5.3 Renewable Natural Gas which is tendered for delivery at the Connected System Point shall meet the Gas Quality Specification as set out in Schedule 4.

5.4 Subject as hereinafter set out the provisions of Schedules 3 and 4 shall apply in relation to and at the Connected System Point, including with respect to quantities and gas quality of Natural Gas at the Connected System Point.

The provisions of Schedule 5 shall apply for the purpose of the monitoring and measurement of the pressure, quantity and quality of Renewable Natural Gas flowing from CGI Amenities to the Transportation System, at the Connected System Point.

5.5 The Measurement Standards as set out in Schedule 5, Section 6 paragraph 6.6 have been developed by the Transporter having regard to the Measurement Risk Assessments as at the date of this Agreement. The Transporter may at any time acting as an RPO require new or updated assessment of measurement risks and an updated or new Measurement Risk Assessment(s). A Measurement Risk Assessment shall be

required in respect of any new or revised PSA and any new production facility. Any such updated or new Measurement Risk Assessment shall supersede the previously applicable Measurement Risk Assessment and where applicable the Measurement Standards.

The CGI Administrator shall fully co-operate with the Transporter in the undertaking and preparation of any such Measurement Risk Assessment, and shall procure that all Producers fully co-operate with the Transporter.

The Transporter may notify to the CGI Administrator revised or new Measurement Standards following any such Measurement Risk Assessment (which new or revised Measurement Standards shall vary and/or replace the Measurement Standards and where applicable the standards, as set out in Schedule 5 Section 6) and shall apply with effect from the date as notified by the Transporter and shall be the Measurement Standards for the purpose of this Agreement; the CGI Administrator shall notify Producers of any revised or new Measurement Standards.

The CGI Administrator acknowledges that without prejudice to the generality of the foregoing the Transporter may require or undertake a new or revised Measurement Risk Assessment:

- (a) as required under any then applicable Measurement Risk Assessment; or
- (b) if any applicable licence issued by the EPA related to a Producer's Production Facility and/or the production of RNG at that facility is amended or replaced or
- (c) if the Transporter receives a request for approval under this Clause 5; or
- (d) if the Transporter is in receipt of (or becomes aware of) the existence of any information or circumstances which in the Transporter's opinion would necessitate an application for Transporter approval under Clause 5.6 or otherwise receives such an application for approval; or
- (e) the Transporter is of the view that there is a variation to the components or constituent elements of Renewable Natural Gas produced at any Producer's Production Facility for onward delivery to the Transportation System including but not limited to those components in Schedule 4;

the process associated with a new or revised Measurement Risk Assessment shall be as agreed between the Transporter and the CGI Administrator from time to time.

5.6 The CGI Administrator shall not without the prior written approval of the Transporter permit Producers access to the CGI Amenities or permit to be tendered for delivery at the Connected System Point:

- (a) any Renewable Natural Gas produced from any feedstock other than feedstock (or feedstock sourced from a different supplier) to the feedstock

or material contemplated by then applicable Measurement Risk Assessment or any applicable license issued by the EPA.

- (b) not deliver or tender for delivery Renewable Natural Gas produced other than at the Producer's Production Facility as identified in the applicable Measurement Risk Assessment.

Without prejudice to the foregoing the Parties shall comply with any Local Operating Procedure and/or processes associated with approval under this Clause 5.6.

- 5.7 Any requirement for approval by the Transporter pursuant to this Clause 5 is solely for the purpose of enabling the Transporter to consider the requirement or otherwise for a new or revised Measurement Risk Assessment and any approval granted by the Transporter shall only be construed as meaning the Transporter has considered the application for that purpose and not otherwise.

6. MAINTENANCE

- 6.1 Without prejudice to Clause 8, the Parties agree to exchange information as to, and to take reasonable steps to co-ordinate, their respective plans for maintenance of their respective Systems to the extent that any such maintenance plans may affect the flow of Renewable Natural Gas at the Connected System Point.
- 6.2 Where the operation of any pipeline inspection or maintenance of equipment in the Transportation System requires a specific rate of delivery of Renewable Natural Gas to the Transportation System at the Connected System Point for any period, each Party agrees to co-operate with the other as appropriate and use what means it possesses with a view to ensuring that such rate of delivery is maintained for such period.

7. EMERGENCIES

- 7.1 The existence of an Emergency on the Transportation System shall be determined by the Transporter, irrespective of the cause of the Emergency and of whether the Transporter or any other Person may have caused or contributed to the Emergency. An Emergency on the Transportation System shall continue until such time as the Transporter determines that the circumstances which gave rise to the Emergency no longer apply and that normal operation of the Transportation System may be resumed. The Transporter shall inform the CGI Administrator expeditiously of the details of an Emergency on the Transportation System which materially affects, or has the potential to materially affect, the delivery of Renewable Natural Gas into the Transportation System at the Connected System Point.

- 7.2 The existence of an Emergency in the CGI Amenities shall be determined by the CGI Administrator, irrespective of the cause of the Emergency and of whether the CGI Administrator or any other Person may have caused or contributed to the Emergency. An Emergency in the CGI Amenities shall continue until such time as the CGI Administrator determines that the circumstances which gave rise to the Emergency no longer apply and that normal operation of the CGI Amenities may be resumed. The CGI Administrator shall inform the Transporter expeditiously of the details of an Emergency on or affecting the CGI Amenities which materially affects, or has the potential to so materially affect, the delivery of Renewable Natural Gas into the Transportation System at the Connected System Point.
- 7.3 Both Parties shall use all reasonable endeavours to assist one another to restore safe operation of their respective Systems as soon as reasonably practicable after notification by a Party of an Emergency (without prejudice to any right of the Party which determined the existence of an Emergency on its System to take any action itself in such event) provided that this shall not require the Transporter to act in breach, of any Transportation Arrangement.
- 7.4
- (a) To the extent that the Transporter is obliged to comply with the procedures and instructions established by the National Gas Emergency Manager or the Natural Gas Emergency Plan, the CGI Administrator shall co-operate with the Transporter to facilitate compliance by the Transporter with such procedures and instructions.
 - (b) To the extent that the CGI Administrator or any Producer is obliged to comply with the procedures and instructions established by the National Gas Emergency Manager or the Natural Gas Emergency Plan, the Transporter shall co-operate with the CGI Administrator to facilitate compliance by the CGI Administrator and/or Producers with such procedures and instructions.
- 7.5 Without prejudice to any other right of the CGI Administrator or of the Transporter (as the case may be) to reduce or discontinue the flow of Renewable Natural Gas at the Connected System Point, if, as a result of an Emergency or circumstances which could give rise to an Emergency affecting the Transportation System or any part of the Transportation System, it is necessary for the CGI Administrator or the Transporter (as the case may be) to take steps to reduce the level of demand on the Transportation System or such part of it, the Transporter, may require the rate at which Renewable Natural Gas is being delivered at the Connected System Point or at any one or more CGI Gas Points to be reduced:
- (a) in accordance with any Directive of a Competent Authority relating to such reduction; or
 - (b) by such amount or to such rate as the Transporter may reasonably require to protect or maintain the integrity of the Transportation System; or

- (c) to relieve or prevent an Emergency or anticipated Emergency; or
- (d) to comply with the requirements, procedures or instructions of the National Gas Emergency Manager or the Natural Gas Emergency Plan.

8. INFORMATION AND CONFIDENTIALITY

8.1 The Transporter may:

- (a) disclose this Agreement to Shippers and may also disclose this Agreement in accordance with a Directive of any Competent Authority. The CGI Administrator and the Transporter may disclose the terms of this Agreement to any interested Third Party;
- (b) disclose to the CGI Administrator the expected expiry date of the Long Term Entry Capacity Booking of a Shipper at a CGI Gas Point at the Connected System Point; and
- (c) disclose to the CGI Administrator information as otherwise specified in this Agreement.

8.2 The Transporter may disclose any information obtained from the CGI Administrator pursuant to this Agreement ("Information")

- (a) to any Shipper and to any agent of any such Shipper or so far as required for the purposes of, or in order to comply with, any applicable Transportation Arrangements; and
- (b) to the Commission and/or to any Competent Authority.

8.3 The CGI Administrator shall:

- (a) disclose this Agreement to Producers (including in anticipation of a PSA);
- (b) disclose to the Transporter such information as may be available to the CGI Administrator including under any PSA as the Transporter may reasonably request;
- (c) disclose to the Transporter such other information as the Transporter may reasonably request.

8.4 Save as provided in Clause 8.2 and Clause 8.3, each Party undertakes to keep all information received hereunder strictly confidential and shall not disclose any information received by it from the other Party to any Third Party without the prior written consent of the Party from whom it received such information, except:

- (a) to the extent that such disclosure is required by law or any regulatory authority (including any recognized stock exchange) or pursuant to any judicial or other arbitral process or tribunal having jurisdiction in relation to

the party (or applicable Affiliate) being required to disclose the same or pursuant to any Legal Requirement;

- (b) to an Expert to the extent that such disclosure is required in the course of or for the purposes of a reference made to such Expert pursuant to the terms of this Agreement;
- (c) to the extent that such information is or lawfully comes into the public domain other than by a breach of this Clause 8 or which is lawfully received from a Third Party not under an obligation of confidentiality to the disclosing Party;
- (d) that the Transporter may disclose to Shippers any notice of a Curtailment at the Connected System Point and/or the contents of such notices given by the CGI Administrator to the Transporter;
- (e) to an Affiliate of a Party to this Agreement provided that such Party shall procure that such Affiliate does not further disclose such information;
- (f) in respect of any Party to this Agreement or any of its Affiliates, to any of its directors, officers, employees, consultants, external legal advisers, insurers, insurance brokers or statutory auditors or to any of its in-house contractors (being a contractor or an employee of such contractor working as a member of staff of such party or any of its Affiliates but not falling within the legal definition of an employee) who is made aware of the confidential nature of such information and is bound by the terms of their employment or engagement by such party or Affiliate or by separate written agreement to maintain such information in confidence; or
- (g) to any bona fide potential permitted assignee of a Party of any interest in this Agreement, provided that such party obtains a similar undertaking of confidentiality from such potential permitted assignee, together with an undertaking from such potential permitted assignee to utilise any information so disclosed solely for the purposes of the proposed assignment.

8.5 The Transporter shall jointly with the CGI Administrator own all data and information obtained from the CGI Administrator and each Party may:

- (a) without the consent of the other Party use (excluding by way of disclosure) such data and information in connection with the operation of its System (including, in the case of the Transporter, the GNI (IT) Systems) and for the purposes contemplated by this Agreement; and
- (b) subject (where applicable) to the provisions of Clause 8.2, disclose such data and information as provided pursuant to this Agreement or in the case of the Transporter pursuant to any other agreement between the Parties.

Nothing in this Agreement shall prevent either Party from using or disclosing data and information in accordance with any other agreements made between them.

- 8.6 Subject to any requirement of any procedure established pursuant to Clause 4.1 and save as provided in Schedules 3 and 5, nothing in this Agreement shall require the Transporter or the CGI Administrator to act upon or in accordance with any instruction or information received from the other (but without prejudice to any Legal Requirement).

This Clause 8 is without prejudice to the provisions any Transportation Arrangement as to the ownership of information or confidentiality as between the parties thereto.

9. LIABILITY AND INSURANCES

- 9.1 Subject to Clause 9.5 the Transporter shall have no liability for any loss, damage or liability which the CGI Administrator or its respective employees, servants, agents, contractors or sub-contractors may suffer in consequence of the CGI Amenities being connected at the Connected System Point to the Transportation System, as a result of anything done or not done (whether negligently or otherwise) by the Transporter, or its Affiliates arising out of or in connection with the performance, mis performance or non-performance of this Agreement (which, for the avoidance of doubt, shall include all loss or damage to the CGI Amenities and all loss, damage or liability arising during or as a result of physical flows of Natural Gas at the Connected System Point howsoever arising and by whomsoever caused and regardless of any negligence or breach of duty (statutory or otherwise) by the Transporter. The CGI Administrator waives any liability (in contract, tort or otherwise) of the Transporter in respect of any such loss, damage or liability suffered or incurred by the CGI Administrator and the CGI Administrator shall indemnify and keep indemnified the Transporter in respect of any such loss or damage and any loss or damage to the CGI Amenities.
- 9.2 Subject to Clause 9.5 the CGI Administrator shall have no liability to the Transporter for any loss, damage or liability which the Transporter or its respective employees, servants, agents, contractors or sub-contractors may suffer in consequence of the Transportation System being connected to the CGI Amenities at the Connected System Point, as a result of anything done or not done (whether negligently or otherwise) by the CGI Administrator or its Affiliates arising out of or in connection with the performance, mis-performance or non-performance of this Agreement (which, for the avoidance of doubt, shall include loss or damage to the CGI Amenities) and all loss, damage or liability arising during or as a result of physical flows of Natural Gas at the Connected System Point howsoever arising and by whomsoever caused and regardless of any negligence or breach of duty (statutory or otherwise) by the CGI Administrator or its Affiliates and the Transporter accordingly waives any liability (in contract, tort or otherwise) of the CGI Administrator in respect of any such loss, damage or liability suffered or incurred by the Transporter.
- 9.3 Save as expressly provided herein the liability of the Parties (and each of them) to any Third Party in respect of loss, damage or destruction of property or any injury or death

of Third Parties shall be borne by the Parties according to their liability at law and each of the CGI Administrator and the Transporter shall indemnify the other in respect of any such loss, damage, injury or death to the extent of its liability at law.

9.4 Without prejudice to any other provision of this Agreement excluding or limiting the liability of the Transporter or the CGI Administrator (including the provisions of Clauses 2, 3, 9.1, 9.2, 9.3 and 9.5), no Party hereunder (the “first party”) shall be liable to another Party hereunder (the “second party”) for:

- (a) any claims for loss of a Third Party, any claims for damage of a Third Party, and/or any claims for expense of a Third Party; or
- (b) any indirect or consequential loss, any indirect or consequential damage, any indirect or consequential costs and/or any indirect or consequential financial harm; or
- (c) any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working;
- (d) personal injury or illness or death, of any of the second party’s own officers, directors, employees and agents and/or those of its Affiliates, contractors and/or sub-contractors; and
- (e) loss or damage to the second party’s own property or the property of its Affiliates, contractors and/or sub-contractors and/or its and/or their respective officers, directors, employees and agents

of whatever kind and nature suffered by the second party under or in connection with this Agreement howsoever caused (including the default or negligence of the first party or a breach of duty owed in law by the first party).

9.5 Any relief from or limitation of liability pursuant to this Agreement shall not and shall not be deemed to extend to or relieve any party hereto from any liability or obligations with respect to such party’s fraud or Wilful Misconduct.

9.6 Nothing in this Clause 9 shall exclude the liability of either Party or other Person entitled to the benefit of the indemnities or relief from, or limitation of, liability herein contained in respect of death or personal injury to the extent that such exclusion is prohibited by law.

9.7 Any relief from, or limitation of liability in favour of a Party under this Clause 9 shall extend to and apply for the benefit of its respective Affiliates which shall be regarded as a party for such purpose and its and each of their directors, officers, employees, contractors and agents. The Affiliates, directors, officers and employees of each Party have the benefit of such relief from, or limitation of, liability only in respect of any claim which relates to circumstances that are within the ambit of this Agreement in

the same circumstances under which the relevant Party would have had the benefit of such relief from, or limitation of, liability under this Agreement.

9.8 Insurances

- (a) Without prejudice to its obligations under this Agreement, the Transporter shall procure and maintain in effect insurance cover with a reputable insurance company or companies providing an adequate level of cover for any liabilities which may arise under or in connection with this Agreement including:
 - (i) 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;
 - (ii) employers 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; and
 - (iii) motor insurance with a third party property damage limit of not less than €6.5m with a reputable insurer with a third party property damage limit of not less than €6,500,000 per claim or series of claims arising from one event and unlimited in the aggregate;
- (b) Upon request, the CGI Administrator shall promptly furnish to the Transporter evidence that the required policies (including details of all endorsements) under the PSA have been procured by a relevant Producer and their contractors (if any).

10. AMENDMENT

- 10.1 This Agreement shall not be amended except by written agreement of the Transporter and the CGI Administrator and such amendment shall not be valid unless duly signed and executed by authorized representatives of the Transporter and the CGI Administrator.
- 10.2 The Parties to this Agreement shall amend this Agreement in writing to ensure that it is consistent with any Legal Requirement.
- 10.3 It is acknowledged that any provision of the Code of Operations which is or comes to be in conflict with any provision of this Agreement will, as between the Transporter and Shippers, prevail over such provision of this Agreement.
- 10.4 Without prejudice to Clause 10.2, if either Party wishes to amend this Agreement, it shall notify the other Party:
 - (a) of the nature and extent of the required amendment; and

- (b) the reason for such amendment.

Following any such notification, both Parties shall as soon as reasonably practicable enter into good faith negotiations with a view to accommodating such amendment where appropriate. In the event that they have been unable to reach agreement in good faith to accommodate such amendment, then the terms and conditions set out in this Agreement, as may previously have been amended in whole or in part by written agreement between the Parties, shall remain in full force and effect.

11. DISPUTE RESOLUTION/EXPERT

- 11.1 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 Agreement, either Party shall have the right to have the dispute determined in accordance with the remaining provisions of this clause .
- 11.2 Where this 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 11.
- 11.3 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 11.3 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 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.
- 11.4 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:
 - (a) 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 or the IEI) shall be borne by the unsuccessful Party; and

- (b) an Expert appointed under this 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.

11.5 No Person shall be appointed to act as the Expert under this Agreement:

- (a) who at the time of his appointment or within the immediately preceding six months is a director, office holder or employee of, or directly or indirectly retained as a consultant to, either of the Parties or an Affiliate of any of them; and
- (b) unless he shall have the relevant experience and/or training to determine the matter in dispute in accordance with the terms of reference.

11.6 The Expert shall be deemed not to be an arbitrator but shall render his determination as an expert and the law relating to arbitration shall not apply to such Expert or his determination or the procedure by which he reaches his determination.

11.7 The determination of the Expert in accordance with the provisions of this Clause 11 shall be final and binding upon the Parties save in the event of fraud or manifest error in which case another expert may be appointed in accordance with the provisions of this Clause 11.

11.8 Each of the Parties shall bear its own costs of providing all data, information and submissions given by it and the costs and expenses of all the counsel, witnesses and employees retained by it but the costs and expenses of the Expert and any independent advisors to the Expert and any costs of his appointment shall be borne equally by the Parties.

11.9 Any and all communications between either Party and the Expert shall be made in writing and a copy thereof provided simultaneously to the other and no meeting between the Expert and either Party shall take place unless both Parties have a reasonable opportunity to attend any such meeting.

12. FORCE MAJEURE

12.1 For the avoidance of doubt, the provisions of this Agreement shall be without prejudice to any question as to whether either Party is entitled, as a result of circumstances constituting a Force Majeure Event for the purposes of this Agreement, to claim an event of force majeure has arisen pursuant to any other agreement it has entered into, or to any relief in respect of its obligations (or is subject to any liability in respect of its obligations) under any such other agreement.

12.2 A "Force Majeure Event" shall mean any event or circumstance or combination of events and circumstances which is beyond the reasonable control of a Party and which, or the effect of which materially, adversely affects the performance by that Party of its obligations under or pursuant to this Agreement provided, however, that any such event or circumstance, or combination of events and circumstances, shall not constitute a Force Majeure Event hereunder if it could have been prevented, overcome, or remedied by the affected Party through the exercise of reasonable diligence and reasonable care. Force Majeure Events hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:

- (a) any act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, mobilisation, requisition, revolution, riot, insurrection, civil commotion or disorder, act of terrorism, or sabotage;
- (b) any act of God;
- (c) radioactive contamination, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (d) the discovery of Toxic and Dangerous Waste at the CGI Site;
- (e) strikes, works to rule or go-slows;
- (f) earthquake, tidal wave, flood, storm, cyclone, typhoon, tornado or lightning, landslide or landslip or adverse weather or climatic conditions;
- (g) fire or explosion;
- (h) epidemic or plague;
- (i) unlawful, illegal, criminal or negligent acts of Third Parties;
- (j) equipment failure; or
- (k) any event or circumstances of a nature analogous to the foregoing.

12.3

- (a) If, by reason of one or more Force Majeure Events, a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall give the other Party notice of the Force Majeure Event(s) as soon as reasonably practicable, describing the Force Majeure Event(s) and the obligations affected together with an estimate of the period of time that the affected Party will be unable to perform such obligations and any other relevant matters.
- (b) Failure by the affected Party to give notice of a Force Majeure Event to the other Party as required by Clause 12.3(a) shall not prevent the affected Party

from giving such notice at a later time; provided however that, in such case, the affected Party shall not be excused pursuant to Clause 12.5 from any failure or delay in complying with its obligations under or pursuant to this Agreement during the period up until the notice required by Clause 12.3(a) has been given.

- 12.4 The affected Party shall use all reasonable efforts to mitigate the effects of a Force Majeure Event, including the payment of all sums of money which are reasonable and cost-effective in the light of the likely efficacy of the mitigation measures. This Clause 12.4 shall not oblige the affected Party to settle any labour dispute.
- 12.5 So long as the affected Party has given notice pursuant to Clause 12.3(a) and at all times since the occurrence of the Force Majeure Event complied with its obligations under Clause 12.4 and continues so to comply, then:
- (a) the affected Party shall not be liable for any failure or delay in performing its obligations (other than the obligation on the part of either Party to make any payments to the other Party under or pursuant to this Agreement) to the extent that such failure or delay has been caused or contributed to by one or more Force Majeure Event(s) or its or their effects or by any combination thereof; and
 - (b) the time limits and deadlines for the performance by the affected Party of its obligations under this Agreement (other than the obligation on the part of either Party to make any payments to the other Party under or pursuant to this Agreement) which are affected by such Force Majeure Event shall be extended Day to Day for so long as the relevant Force Majeure Event or its effects continue.

13. ASSIGNMENT

- 13.1 The Parties acknowledge that the structure and terms of this Agreement reflect that GNI is both the Transporter and CGI Administrator and accordingly neither Party can assign its rights or obligations under this Agreement. If the function or role of either Party is required to be transferred to a separate legal entity then the other Party shall enter into good faith negotiations with such other legal entity to enter into a Connected System Agreement provided always that such other legal entity has the legal and technical ability to fulfil the role of Transporter or CGI Administrator as the case may be.
- 13.2 The entry into a new agreement in accordance with Clause 13.1 shall not relieve a Party of its obligations under this Agreement save where otherwise expressly agreed.
- 13.3 For the avoidance of doubt any assignment or otherwise of the CGI Amenities and other property or equipment relevant for the purpose of this Agreement shall not

relieve the CGI Administrator from its obligations (including its obligations of indemnity) and otherwise pursuant to this Agreement.

14. TERMINATION

14.1 Subject to the prior approval of the Commission (the requirement for which approval may be expressly waived in writing by the Commission), either Party (the “first Party”) shall have the right to terminate this Agreement on not less than one (1) month’s written notice to the other Party on or at any time after the occurrence of any of the following events or circumstances:

- (a) the other Party is in material breach of any of its obligations under this Agreement and the Party in material breach has failed to remedy such material breach (if the material breach is capable of being remedied) within such period as is reasonably specified for that purpose in a notice (“Default Notice”) issued by the first Party to the Party in default. Any such Default Notice shall specify the material breach giving full particulars (in reasonable detail) of the remedy and the period (which shall not be less than two (2) months) within which to remedy the material breach; or
- (b) a Force Majeure Event has subsisted for a continuous period of two years; or
- (c) it or the other Party ceases to have any legal or regulatory approvals necessary for it to perform its role as Party to this Agreement in respect of its System.

14.2 Not Used

14.3 This Agreement shall absolutely cease and terminate on the expiry of any notice period specified in any notice of termination issued pursuant to this Agreement unless any such notice of termination is withdrawn prior to its expiry. Termination shall be without prejudice to the prior rights or liabilities of the Parties hereunder provided however neither Party shall have any liability to the other as a result of such termination.

15. CYBER-SECURITY

15.1 The Transporter as operator of the Transportation System is an operator of essential services within the meaning of Applicable NIS Law.

15.2 The Transporter may identify and publish standards which will be adopted and/or applied by the Transporter in connection with the operation of its network and information systems and the CGI Administrator shall ensure that any standards and specification adopted by the CGI Administrator in respect of the CGI Amenities and the physical connection of the to the Transportation System availing of the CGI

Amenities (including for avoidance of doubt the connection and interaction between the CGI Administrator's information technology (IT) and operational technology (OT) and those of the Transporter) are compatible with any standards published by the Transporter in accordance with this Clause 15.

15.3 Without prejudice to Clause 15.2 in developing, supporting, and maintaining the Industrial Control System (ICS) networks, devices, programmes, and data and in connection with the performance of the Agreement, the CGI Administrator will ensure that security measures are implemented in its IT/OT infrastructure which complies with the following provisions:

- (a) The CGI Administrator will pay special attention to the adequate segregation of duties in IT and OT environments (e.g. the development, test and production environments) and shall implement the "least privilege" principle as a basis for sound identity and access management. The "least privilege" principle refers to the concept and practice of restricting access rights for users, accounts, and computing processes to only those resources of the CGI Administrator that are absolutely required to perform the obligations of the CGI Administrator under this Agreement.
- (b) The CGI Administrator shall ensure that it has appropriate security solutions in place to protect IT, OT and the ICS Solutions, networks, devices, programmes, data, websites, servers and communication links against abuse or attacks and to identify any potential abuse and attacks. The CGI Administrator will strip servers of all superfluous functions in order to protect (harden) them and eliminate or reduce vulnerabilities of applications at risk. Access by the various applications to the data and resources required shall be kept to a strict minimum following the "least privilege" principle (as per the above).
- (c) The CGI Administrator will put appropriate processes in place to monitor, track and restrict access to: (1) the ICS application data; and (ii) logical and physical critical resources, such as networks, devices, systems, databases, security modules, etc. The CGI Administrator will create, store and analyse appropriate logs and audit trails in relation to such monitoring or access.

15.4 The CGI Administrator will ensure that data minimisation is an essential component of the core functionality of any security measures and that the gathering, routing, processing, storing and/or archiving, and visualisation of personal data and commercially sensitive data or information is kept at the absolute minimum level.

15.5 Security measures for the ICS will be tested to ensure their robustness and effectiveness. All changes shall be subject to a formal change management process ensuring that changes are properly planned, tested, documented and authorised. On the basis of the changes made and the security threats observed, tests shall be repeated regularly and include scenarios of relevant and known potential attacks.

- 15.6 The CGI Administrator will notify to the Transporter any potential cyber security incident that has the potential to affect the ICS, the IT and/or the OT will provide all reasonable assistance, and comply with all reasonable security and incident response and recovery measure, as may be required by the Transporter in order to ensure that the performance of the Agreement and/or ICS, will be in compliance with Applicable NIS law. The CGI Administrator will not unreasonably refuse a change request by the Transporter where such change is required to meet with any obligation imposed on the Transporter by Applicable NIS Law or any standard. The CGI Administrator shall also ensure that any of its permitted sub-contractors shall agree to comply with these measures.
- 15.7 The CGI Administrator will provide all reasonable assistance as may be required by the Transporter in order to ensure that the performance of the Agreement and/or ICS will be in compliance with the Model Set of Security Principles set out in the NIS Compliance Guidelines for Operators of Essential Service (OES) August 2022 published by the Department of Communications, Climate Action & Environment. The CGI Administrator shall provide to the Transporter such assistance as the Transporter may reasonably request to ensure that the performance of the Agreement and/or the ICS will be in compliance with the risk management measures in the Draft NIS2 Risk Management Measures Guidance published by the National Cyber Security Centre of the Department of Justice, Home Affairs and Migration.
- 15.8 The CGI Administrator's security measures for the ICS will be periodically audited to ensure their robustness and effectiveness. The frequency and focus of such audits should take into consideration, and be in proportion to, the security risks involved. Trusted and independent (internal or external) experts (that are not involved in any way in the development, implementation or operational management of the ICS provided) shall carry out the audits.

16. LAW

- 16.1 This Agreement shall be governed by and construed in accordance with Irish law and, subject to Clause 11, the Parties hereby submit to the exclusive jurisdiction of the Irish courts.

17. NOTICES

- 17.1 Where any notice or other communication is to be given or made by either Party to the other under this Agreement:
- (a) such communication shall be in the English language and in writing and (i) may be delivered to the recipient or sent by first class prepaid letter post to the address of the recipient as set out in Clause 17.1(d) or (ii) by e-mail transmission to the recipient Operator's e-mail address set out in Clause

17.1(d), or to such other address or number as may be notified in writing by that Party from time to time for this purpose;

- (b) such communication shall be deemed to have been given or made and delivered, if by post, on the second Business Day after posting, if by delivery, when left at the relevant address (or on the first Business Day thereafter if left on a non-Business Day), and, subject to Clause 17.1(c)(ii), if by e-mail ~~facsimile~~ transmission between the hours of 09.00 hours and 17.00 hours on a Business Day, at the time of receipt by the sender of confirmation of complete transmission and, otherwise, on the first Business Day after transmission;
- (c) where a communication by e-mail ~~facsimile~~ is received in an incomplete or illegible form:
 - (i) if the recipient so requests (by telephone or otherwise), the sender shall promptly retransmit the communication to the recipient; and
 - (ii) provided that the request for retransmission was made within twenty-four (24) hours after the deemed time of receipt, in accordance with Clause 17.1(b), of the first e-mail ~~facsimile~~, the communication shall not be deemed to have been received until such time (whether or not between 09.00 hours and 17.00 hours) of receipt by the sender of confirmation of such retransmission.
- (d) For the purposes of Clause 17.1(a):
 - (i) Notices and other communications to the Transporter (other than operational communications) shall be sent to:
Gas Networks Ireland
Gasworks Road, Cork
Attention: Company Secretary
Copy by email to: *[GNI to update.]*
Email address: *[Transporter to insert]*
Telephone Number: 0214534000
 - (ii) Notices and other communications to the CGI Administrator (other than operational communications) shall be sent to:
Attention: ***[CGI Administrator to insert]***
Email address: ***[CGI Administrator to insert]***
Telephone Number: ***[CGI Administrator to insert]***

17.2 Operational communication shall be sent issued in accordance with Clause 4 and Schedule 3 Clause 5 or in such other manner as may be prescribed by the Transporter from time to time.

18. COUNTERPARTS

- 18.1 This Agreement may be signed in any number of counterparts, each of which, when signed and delivered, shall be an original but with all the counterparts together constituting the same document.

19. NO PARTNERSHIP

- 19.1 The rights, duties, obligations and liabilities of the Parties to this Agreement shall be several and not joint or collective, and each Party shall be responsible only for its obligations as set out herein, it being the express purpose and intention of the parties that this Agreement shall not be construed as creating any partnership or association or as (except as expressly stated) authorising either of the Parties to act as agent, servant or employee for any other Party for any purpose whatsoever.

20. SURVIVAL

- 20.1 The provisions of this Agreement which by their nature or from their context are intended to, or would naturally, continue to have effect after termination of the Agreement shall survive after termination.

21. WAIVER

- 21.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 21.2 No waiver by any Party of any provision of this Agreement shall be binding unless made expressly and expressly confirmed in writing. Any such waiver shall relate only to such matter, non-compliance or breach to which it expressly relates and shall not apply to any subsequent or other matter, non-compliance or breach and shall not affect the other terms of this Agreement.

22. SUCCESSORS AND ASSIGNS

- 22.1 This Agreement shall be binding upon and ensure for the benefit of the Parties and their respective successors.

23. SUB-CONTRACTING

Either Party may procure that some (but not all) of the obligations of such Party pursuant to this Agreement shall be performed and that certain of the rights of such Party pursuant to this Agreement may be exercised by its agents, Affiliates or

contractors under its overall supervision and control. Where any of the rights or obligations of a Party (the “first Party”) are so exercised or performed or required to be so exercised or performed, the first Party shall not be relieved of liability in respect thereof pursuant to this Agreement and the other Party shall have no recourse to such agents, Affiliates or contractors in respect thereof and the sole recourse of such other Party shall be to the first Party in accordance with this Agreement.

24. SEVERANCE

- 24.1 Each provision and each part of each provision of this 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 Agreement in that jurisdiction nor any provision of this 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 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.

Agreed Form

**Schedule 1.A Diagrammatic Representation of CGI Amenities, CGI Facility,
Connected System Points and Decanting Stanchions**

Agreed Form

Schedule 1.B - CGI Gas Point Configuration

1 CGI Gas Points

1.1 The CGI Administrator will provide to the Transporter such information (including information under or derived from a PSA) as the Transporter may reasonably require for the purpose of enabling the Transporter to configure establish Proposed CGI Gas Points and CGI Gas Points at the CGI Entry Point at the Connected System Point.

1.2 Without prejudice to the generality of the foregoing the CGI Administrator shall:

- (a) advise the Transporter of the identity of each Producer which has signed a PSA
- (b) advise the Transporter of the amount of capacity in kWh/day (which reflects the Producers financial commitment to the cost of the CGI Facility) pursuant to the applicable PSA.

It being acknowledged that the information provided by the CGI Administrator will inform the configuration of CGI Gas Points by the Transporter.

1.3 the Parties each acknowledge and agree that:

- (a) the Transporter shall not configure a CGI Gas Point until such time as:
 - all financial commitments have been discharged and all necessary financial security is in place in accordance with the applicable PSA; and
 - the MRA for any relevant Production Facility has been produced to and considered by the Transporter and any relevant measurement Standards updated.
- (b) multiple CGI Gas Points may be configured at the CGI Entry Point;
- (c) each CGI Gas Point shall be linked to a single Producer notified to the Transporter pursuant to paragraph 1.2(a);
- (d) each Producer may only be linked with a single Shipper at any one CGI Gas Point;
- (e) only one Shipper may be registered in respect of each CGI Gas Point in respect of any Day.
- (f) a Shipper may be registered at more than one CGI Gas Point.
- (g) only Shippers shall be permitted to book Entry Capacity and tender natural gas for delivery to the Transportation System at a CGI Gas Point.

- (h) the Transporter shall establish the CGI Capacity Limit in respect of each CGI Gas Point by reference to information provided by the CGI Administrator.
- (i) the CGI Capacity Limit at a CGI Gas Point is the maximum capacity that may be booked by a Shipper at that CGI Gas Point.
- (j) the Transporter may refuse to configure a CGI Gas Point if it would mean the aggregate of the CGI Capacity Limit of all CGI Gas Points configured within the CGI Entry Point would exceed the Technical Capacity at the CGI Entry Point.
- (k) the Transporter may deconfigure the CGI Gas Point in accordance with the Code of Operations or such other process as may be published by the Transporter from time to time following consultation with the CGI Administrator?
- (l) save as otherwise provided the Transporter will establish a CGI Gas Point linked to a Producer by reference to inter alia the information notified to the Transporter under paragraph 1.2 when a Shipper notifies the Transporter that it wishes to book Entry Capacity at a CGI Gas Point pursuant to the Code and of the identity of the Producer being a Producer notified to the Transporter in accordance with paragraph 1.2(a).
- (m) the Transporter notify the CGI Administrator when a CGI Gas Point has been configured and may provide to the CGI Administrator such information regarding the configuration of the CGI Gas Point as is reasonably required.

Schedule 2 General

1. Scope

- 1.1 This Schedule 2 sets out provisions applying to the delivery of Natural Gas at the Connected System Point.

2. Interpretation

- 2.1 Unless expressly otherwise provided, references in this Schedule 2 to rates of delivery of Natural Gas are to the instantaneous energy flow rate (expressed in kWh/hour or volume flow rate expressed in SCM/hour) of such delivery at the Connected System Point and a reference to a rate of delivery is to such rate of delivery at each Decanting Stanchion.

3. Certain Connected System Point Provisions

- 3.1 For the purposes of this Agreement:
- (i) the provisions of Schedule 5 as to the measurement of flow (and determination of volume) and the determination of Calorific Value and quality of Natural Gas delivered shall apply;
 - (ii) Schedule 5 specifies or refers to the measurement equipment and quality monitoring and control equipment which is (and is required to be) installed in respect of the Connected System Point.
- 3.2 For the purposes of this Agreement where the Transporter intends to undertake pipeline maintenance and / or inspection of equipment either referred to in Schedule 5 or maintenance or inspection of any localised part of the Transportation System which would require particular rates of delivery at the Connected System Point, it shall request that the CGI Administrator to co-operate and procure that Producers co-operate so far as is practicable with any reasonable requirement of the Transporter as to the rate of delivery of Natural Gas into the Transportation System at the Connected System Point.

4. Delivery & Offtake Pressure

4.1 Delivery Pressure

- 4.1.1 The CGI Administrator shall procure a pressure of Natural Gas at each Decanting Stanchion at the Connected System Point up to a maximum of 250 bar nominal or such lower number established under Clause 4.1.3 of this Schedule 2.

4.1.2 Without prejudice to Clause 4.1.1 of this Schedule 2:

- (i) the CGI Administrator has advised that (and has received confirmation from Producers that), in normal operating conditions

when Renewable Natural Gas is being decanted at a Decanting Stanchion at the Connected System Point operating pressure range of the decanting equipment will be between 70 barg and 250 bar nominal and;

- (ii) the Transporter has advised that in normal operating conditions, when:
 - (a) Natural Gas is being delivered at the Connected System Point and each Decanting Stanchion in accordance with the terms of this Agreement; and
 - (b) the Producer accessing the CGI Amenities is operating within the operating pressure range referred to in Clause 4.1.2(i) of this Schedule 2;

The Transporter anticipates that the operating pressure range of the Transportation System at the Connected System Point will be between 250 bar nominal and 70 barg

- 4.1.3 The CGI Administrator shall ensure that Natural Gas is not tendered for delivery at a pressure at a Decanting Stanchion in excess of 250 bar nominal or such lower number established as the maximum operating pressure under IS EN 12186 as notified from time to time by the Transporter to the CGI Administrator.
- 4.1.4 The CGI Administrator shall ensure that Natural Gas tendered for delivery at the Connected System Point shall be at a temperature of between 1 – 38 degrees.

5. Gas Quality

- 5.1 If the CGI Administrator or the Transporter, as the case may be, becomes aware that the composition of Natural Gas which is being tendered or will be tendered for delivery at the Connected System Point or at any CGI Gas Point is not in compliance with the Gas Quality Specification, the CGI Administrator or the Transporter, as the case may be, will so notify the other Party as soon as possible after becoming so aware.
- 5.2 Where the composition of Natural Gas tendered for delivery at the Connected System Point or at a CGI Gas Point is not in compliance with the Gas Quality Specification, the CGI Administrator shall immediately procure that the flow of Natural Gas at the Connected System Point and/or the affected CGI Gas Point(s) is discontinued and that all such gas is removed from the CGI Amenities.
- 5.3 Where the CGI Administrator does not immediately secure that the flow of Natural Gas at the Connected System Point or affected CGI Gas Point is discontinued in accordance with Clause 5.2 of this Schedule the CGI Administrator acknowledges that any such gas which enters the CGI Facility will be disposed of by the Transporter.

- 5.4 Where Natural Gas has been metered as delivered at the Connected System Point but it is determined that such gas is not in compliance with the Gas Quality Specifications within the CGI Facility upstream of the ROV the Transporter may instruct the CGI Administrator to procure the flow of gas at the Connected System Point is discontinued and the Transporter may take such action as is reasonably required to discontinue the flow of gas including by automatic closure of the ROV.
- 5.5 Where the CGI Administrator or Transporter Measurement and Control Equipment does not automatically stop the flow of Natural Gas from CGI Amenities in accordance with Clause 5.5 of this Schedule the Transporter Measurement and Control Equipment operates to automatically close the ROV.

Following any closure of the ROV manual intervention by the Transporter will be necessary to reopen the ROV.

Schedule 3 Flow and End of Day Quantity

The Transporter may at any time and from time to time decide that the following provisions of this Schedule 3, Section 1 (excluding 1.1) (General), Section 2.3 to 2.10 (Daily Flow Notifications), Section 4 (D+ 1 Information Exchange) Section 5 (or such one or more of them) shall be suspended (in whole or in part) for such period or periods as may be determined by the Transporter from time to time. The Transporter reserves the right to restore the application of all or any of the suspended provisions of this Schedule 3 on not less than 6 months (or such lesser period as may be agreed between the Transporter and the CGI Administrator) notice by the Transporter to the CGI Administrator.

Where GNI suspends (in whole or in part) provisions of this Schedule 3, the CGI Administrator (where requested) shall provide to the Transporter a list of scheduled decanting arrangements in respect of each Day.

1. General

- 1.1 The quantities and rates at which Natural Gas is delivered at the Connected System Point and changes in such quantities and rates shall be limited in accordance with this Schedule 3.
- 1.2 Each Party shall be entitled to take any operational step available to it to ensure that the requirements of this Schedule 3 are complied with in respect of the rate of delivery of Natural Gas at the Connected System Point.
- 1.3 For each and every Day D, the CGI Administrator shall if so requested by the Transporter notify the Transporter of the End of Day Quantity of Natural Gas to be delivered at the Connected System Point by way of a Daily Flow Notification (DFN). The DFN shall be in a form substantially similar to the pro forma set out in Appendix 1 to this Schedule 3.
- 1.4 The Transporter may issue Rejection Notices to the CGI Administrator in response to such Daily Flow Notifications and/or otherwise in accordance with this agreement.
- 1.5 The CGI Administrator shall, as soon as reasonably practical notify the Transporter of any Curtailment and the anticipated consequences of such Curtailment with respect to the delivery of Natural Gas at the Connected System Point on a Day.
- 1.6 The Transporter shall, as soon as reasonably practical notify the CGI Administrator of any Constraint and the anticipated consequences of such Constraint with respect to the delivery of Natural Gas at the Connected System Point on a Day.
- 1.7 Notifications of a Constraint and a Curtailment shall be in a form substantially similar to the pro forma set out in Appendices 2 and 3 respectively to this Schedule 3.

2. Daily Flow Notification

- 2.2 The CGI Administrator shall provide to the Transporter Daily Flow Notifications no later than 17:00Hrs on each Wednesday for each of the 7 consecutive gas flow Days commencing on the following Sunday or otherwise as required by the Transporter.

The CGI Administrator shall issue further or other DFN's in accordance with the remaining provisions of this Schedule unless and for so long the Transporter suspends the requirement for such further or other DFN's. Each DFN submitted up to 12:00 hours on Day D-1 hereinafter being referred to an Initial Daily Flow Notification. Changes to the DFN should be provided to the Transporter at the earliest practicable opportunity but no later than 12.00 hours on Day D-1.

- 2.3 A Daily Flow Notification for Day D, which shall be substantially in the form set out in Appendix 1 to this Schedule 3, shall contain:

- (a) the End of Day Quantity for Day D.
- (b) the Hourly quantity

The Daily Flow Notification shall be identifiable by the date and time at which it is sent by the CGI Administrator to the Transporter.

- 2.4 The CGI Administrator may issue one or more revised Daily Flow Notifications for Day D subject to the following:

- (a) a revised Daily Flow Notification for Day D may be submitted up to 02:30 hours on Day D except in the case where:
 - (i) the Transporter has advised the CGI Administrator of a Constraint, and/or
 - (ii) the CGI Administrator has advised the Transporter of a Curtailment.
- (b) not more than one revised Daily Flow Notification may be submitted in each hour;
- (c) a revised Daily Flow Notification shall be issued as soon as reasonably practicable following notification of a Constraint or a Curtailment;
- (d) a revised Daily Flow Notification shall:
 - (i) specify the revised expected End of Day Delivery Quantity for Day D
 - (ii) shall take account of the quantity of Natural Gas delivered for the period up to the hour which expires immediately prior to the issuance of the revised Daily Flow Notification and shall give the revised quantities for the remaining hours of the Gas Day; and
 - (iii) each revised Daily Flow Notification shall specify the date and time it is sent.

- 2.5 The Transporter may reject any Daily Flow Notification and shall advise the CGI Administrator as soon as reasonably practicable, outlining the reason for such rejection.

Both Parties shall endeavour to address the reason for rejection following which the CGI Administrator shall submit a revised Daily Flow Notification.

- 2.6 The CGI Administrator shall take into account its own operational requirements, including operational lead times, when generating a Daily Flow Notification.
- 2.7 The CGI Administrator shall issue a revised Daily Flow Notification as soon as reasonably practical after the rejection by the Transporter of a revised Daily Flow Notification and/or following receipt of a Constraint Notice.
- 2.8 Each revised Daily Flow Notification which is accepted by the Transporter shall supersede each previously issued Daily Flow Notification unless it is rejected by the Transporter pursuant to paragraph 2.5.
- 2.9 If the Transporter has not suspended the requirement for issue of DFN's or has notified the DFO that Daily Flow Notifications are required in respect of any Day or period and the Transporter does not receive a Daily Flow Notification from the CGI Administrator, it shall use reasonable endeavours to contact the CGI Administrator to ascertain if a Daily Flow Notification is available. If no Daily Flow Notification is received by the Transporter by 12.00 hours on D-1 the Transporter shall assume a zero quantity shall be delivered at the Connected System Point.
- 2.10 If the CGI Administrator fails to issue a revised Daily Flow Notice following the issuing by the Transporter of a Constraint Notice or a Rejection Notice both Operators shall use reasonable endeavours to flow the End of Day Delivery Quantity advised in the Constraint Notice by the Transporter.

3. Rates of Delivery

- 3.1 Unless expressly otherwise provided, references in this Schedule 3 to rates of delivery of Natural Gas are to the instantaneous rate (expressed in SCM/hour) of such delivery at the Connected System Point.

The maximum rate at which Natural Gas may be delivered to the Transportation System at each Decanting Stanchion at the Connected System Point is 2,500 SCM/hour.

4. D+1 Information Exchange

- 4.1 The Metered Quantity shall be determined as described in Schedule 5 Section 1. For the avoidance of doubt the Metered Quantity shall save where otherwise provided in the Code of Operations exclude any quantity which fails to meet the Gas Quality Specification.
- 4.2 The CGI Administrator acknowledges the Metered Quantity shall be allocated to a Shipper(s) pursuant to the Code of Operations.

5. Communication and Exchange of Information

- 5.1 All operational communications between the Transporter and the CGI Administrator, including DFNs, Constraint Notices, Curtailment Notices, Delivery Facility Flow Advices and Rejection Notices shall be by agreed electronic means.
- 5.2 The Transporter may disclose to Shippers any notice of a Curtailment at the Connected System Point and/or the contents of such notices given by the CGI Administrator to the Transporter.
- 5.3 Each Party will notify the other Party of any relevant operational requirements, including maintenance and outages as soon as reasonably practicable.
- 5.4 Each Party shall comply and with any applicable Local Operating Procedure and the Communications Plan in respect of operational communications.

6. Procedures

- 6.1 The Transporter's Local Operating Procedures relevant to the CGI Facility are listed in Schedule 7 to give effect to this Schedule 3 and the other Schedules of this Agreement.

Daily Flow Notification

From:

To: Gas Networks Ireland

Date Received	dd/mm/yyyy
Time Received	hh:mm

Gas Day	
DFN No.	

CV (MJ/m3)	
-------------------	--

Hour Delivery (kWh)

05:00

06:00

07:00

08:00

09:00

10:00

11:00

12:00

13:00

14:00

15:00

16:00

17:00

18:00

19:00

20:00

21:00

22:00

23:00

00:00

01:00

02:00

03:00

04:00

EODQ

Constraint Notice	
From:	GNI Grid Control – Transporter
To:	CGI Administrator
Gas Day:	
Due to a constraint on the GNI Transportation System, the End of Day Delivery Quantity (EODQ) for the above Gas Day has been reduced to: _____ kWh, Effective at ____:____ Hours NOTE: The Maximum permitted flow rate is: XXX kWh per hour Signature: _____ Date: _____ GNI Grid Control	

Appendix 3 Curtailment Notice
Curtailment Notice

From: CGI Administrator

To: Gas Networks Ireland

Date Received: *dd/mm/yy*

Time Received: *hh/mm*

Curtailment Notice No.

Comment Reason:

Connected System Point	Preferred Hourly Flow Rate
Unit	kWh
05:00	
06:00	
07:00	
08:00	
9:00	
10:00	
11:00	
12:00	
13:00	
14:00	
15:00	
16:00	
17:00	
18:00	
19:00	
20:00	
21:00	
22:00	
23:00	
00:00	
01:00	
02:00	
03:00	
04:00	
EODQ	

Schedule 4 Gas Quality Specification

1. Applicable Quality Specification of Natural Gas for Delivery to the Transportation System

- 1.1 Natural Gas made available for delivery at the Connected System Point shall meet the Gas Quality Specification. The Gas Quality Specification at the date of this Agreement is:

QUALITY SPECIFICATION OF NATURAL GAS AT CONNECTED SYSTEM POINT

The quality specification for gas tendered for delivery at the Connected System Point shall meet the applicable gas quality specification as described in the Code of Operations and the quality specification as set out below. If at any time (as a result of a modification to the Code of Operations, changes to EN 16723-1&2, or otherwise) the gas quality specification set out below would breach the specification in the Code of Operations by the exclusion of any parameter in the Code of Operations or of the applicable limit values of any one or more parameters, the applicable limit values as prescribed in the Code shall apply.

Parameter	Units	Limit value	Notes
Hydrogen sulphide content	mg/m ³	≤5	As per GNI Code of Operations
Total Sulphur content (including H ₂ S)	mg/m ³	≤30	As per EN 16723-2
Hydrogen content	% mol/mol	<0.1	As per GNI Code of Operations
Oxygen content	% mol/mol	≤0.5	
Hydrocarbon dew point	°C	≤-2	As per GNI Code of Operations (up to 85 barg)
Water (Moisture) content	mg/m ³	≤50	As per GNI Code of Operations
Wobbe index (high limit)	MJ/m ³	51.41	As per GNI Code of Operations
Wobbe index (low limit)	MJ/m ³	46.5	As per GNI Code of Operations.

Relative Density (high value)		<0.70	As per recent GS(M)R changes
Gross calorific value (high limit)	MJ/m ³	42.3	As per GNI Code of Operations
Gross calorific value (low limit)	MJ/m ³	36.9	As per GNI Code of Operations
Carbon dioxide content	% mol/mol	<2.5	As per GNI Code of Operations. See Note 1 below
Organo-halides	mg/m ³	<1.5	As per GNI Code of Operations
Radioactivity	Becquerels/g	<5	As per GNI Code of Operations
Ethane	% mol/mol	<12	As per GNI Code of Operations
Nitrogen	% mol/mol	≤5	As per GNI Code of Operations
Contaminants & Odour	-	-	As per GNI Code of Operations see Note 2 and 3 below.
[Siloxanes content (as Si)]	mg/m ³	0.3	This is the lower limit value of a range of values cited in 15 EN 16723-1 - 2016.
Ammonia	mg/m ³	10	This is the value cited in EN 16723-1.
Amines	mg/m ³	10	This is the value cited in EN 16723-1. Compliance is dependent on the type of amine present.
Carbon monoxide	% mol/mol	0.1	This is the value cited in EN 16723-1, which in turn is that required to ensure that conveyed gas does not exceed the limit value in the CLP Regulation (EC) 1272/2008 and hence require place an obligation on gas transporters to produce a safety data sheet on any toxic component that exceeds 0.1 % mol/mol.

Note 1 The diverter and ROV are set to a CO₂ limit of 2.5%.

Where the CO₂ limit of 2.5% is exceeded Local Operating Procedures (LOPs) are to be used by the CGI Administrator to advise the Transporter on remediation requirements and expected duration to reduce the CO₂ content to $\leq 2.5\%$. Following receipt of same, the CO₂ set point limits can be adjusted temporarily by the Transporter up to a limit of 4% where the total inerts in the gas (including up to 4% CO₂) is less than 8% while the DFOs plant issues are being resolved. In line with European Gas Quality Standard IS EN 16726 the absolute maximum CO₂ limit to which the CO₂ set point limits may be adjusted is 4% provided the Transporter is satisfied that there would be no adverse effect on sensitive downstream plant and customers. The expectation is that the DFO will make every effort to resolve these issues causing the increased CO₂ in a timely manner (days), so as to allow for the resetting of the CO₂ limits back to its original 2.5 Mol % setting.

“inerts” in natural gas means carbon dioxide(CO₂), nitrogen(N₂), helium(He), Argon(Ar), and oxygen(O₂).

Note 2 Natural Gas shall not contain solid liquid or gaseous material which may interfere with the integrity or operation of pipes or any Natural Gas appliance which a consumer or transporter could reasonably be expected to operate. With respect to Mist, Dust, Liquid, gas delivered shall be technically free in accordance with BS3156 11.0.

Note 3 Natural Gas shall have no odour that might contravene the obligation of the Transporter to transmit gas which possesses a distinctive and characteristic odour. or which adversely affects the Transporters odourisation, equipment or standard odourisation processes.

- such other specification determined by the Transporter acting as an RPO

2. Non-Compliance with Specification

- 2.1 The provisions of paragraph 5 of Schedule 2 shall apply whenever Natural Gas delivered, tendered or offtaken at the Connected System Point does not comply with the Gas Quality Specification or the specification for Natural Gas offtaken at the Connected System Point as prescribed pursuant to this Agreement.

3. Odourisation

The Transporter is responsible for odourising the biomethane at the CGI Facility. The gas quality measurement data will be derived from the Transporter’s Measurement and Control Equipment.

Schedule 5 Gas Quality Monitoring Control Equipment and Measurement Provisions

Section 1

Metering

1. General

The quantities of Natural Gas delivered to the Transportation System at the Connected System Point shall be determined by the Transporter Measurement and Control Equipment.

The Transporter Measurement and Control Equipment includes an electronic register which captures and retains metering information pertaining to each CGI Gas Point and which allows RNG delivered at each CGI Gas Point to be metered separately and independently of each other CGI Gas Point in order to provide CGI Metering.

2. Uncertainty and Error in Forward Flow

In all delivery conditions at the Connected System Point:

- (i) the total Uncertainty in the measurements of the volume flow rates and energy flow rates of the Transporter Measurement and Control Equipment shall, at all flow rates from twenty per cent (20%) to one hundred per cent (100%) of the directional Maximum Daily Forward Flow Rate (as defined in Section 1, Para 3 of this Schedule 5), be within the Permitted Range; and
- (ii) the Transporter Measurement and Control Equipment shall be free of Constant Systematic Error and Variable Systematic Error in respect of both volume flow rates and energy flow rates;
- (iii) the methods specified in EN 1776; EN 16314; EN 12261 shall be used for the calculation of Uncertainty in the measurement of volume flow rates and for the calculation of Constant Systematic Errors and Variable Systematic Errors in volume flow rates in each case in respect of the Meter and as referred to in Section 1, Para 3 of this Schedule 5;
- (iv) the methods specified in EN:1776; EN16314 and BS ISO TR 5168:2005 shall be used for the calculation of Uncertainty in the measurement of energy flow rates and for the calculation of Constant Systematic Errors and Variable Systematic Errors in energy flow rates in each case in respect of the Meter or Transporter Measurement and Control Equipment and as referred to in Section 1, Para 3 of this Schedule 5.

3. **Connected System Point Measurement Equipment Permitted Ranges**

The Permitted Range in respect of the Meter is as set out in Table 1 below for all Forward Flow rates from twenty per cent (20%) to one hundred per cent (100%) of the Maximum Daily Forward Flow Rate.

TABLE 1 –CONNECTED SYSTEM POINT MEASUREMENT UNCERTAINTY (Forward Flow)

Quantity	Permitted Range (at flow rates from 6% to 100% of Maximum Daily Forward Flow Rate)
Volume flow Rates (KCM/Day)	±1.0%
Energy flow rates (kWh/hour)	±1.1%

Section 2
The Transporter Measurement and Control Equipment

The Transporter Measurement and Control Equipment shall determine whether gas tendered for delivery is compliant with the Gas Quality Specification.

Section 3

Validation

3. Validation of Transporter Measurement and Control Equipment

- 3.1 The Transporter shall, at its own expense, calibrate or validate, as appropriate, the Transporter Measurement and Control Equipment at regular intervals consistent with relevant standards and good engineering practice.
- 3.2 The methods specified in the approved validation procedures, (agreed between the CGI Administrator and the Transporter), and more particularly set out in EN:1776; EN:16314 and EN 12261 and in the document entitled "Validation of Metering and Gas Quality Equipment", as may be amended from time to time (by agreement between the CGI Administrator) and the Transporter, shall be used for the validation of the Transportation Measurement and Control Equipment.
- 3.3 The CGI Administrator may request that any element (individual meter at) of the Transporter Measurement and Control Equipment be calibrated. Only one such request may be made in respect of any meter forming part of the Transporter Measurement and Control Equipment. The Transporter may acting as a Reasonable and Prudent Operator refuse any such request. Where the Transporter accepts a request pursuant to this paragraph 3.3 at any time in which case any such calibration shall be carried out as soon as determined by the Transporter. The costs and expenses of such calibration and of any adjustment or replacement of the Measurement and Control Equipment made as a result of any calibration made pursuant to this paragraph 3.3 shall, if the Transporter Measurement and Control Equipment is found either (a) to both read within the Permitted Range and not to be subject to any Constant Systematic Error or Variable Systematic Error or (b) (where applicable), to operate within specification, be paid by the CGI Administrator and, in any other case, by the Transporter.
- 3.4 Transporter may at its own expense adjust or replace the components of the Transporter Measurement and Control Equipment.
- 3.5 Immediately following calibration or validation pursuant to paragraph 3.2 or 3.3, the individual components of the Transporter Measurement and Control Equipment shall be adjusted or replaced by the Transporter as necessary so that the Transporter Measurement and Control Equipment complies with the provisions of Section 1, paragraph 2 (i) and (ii) above.
- 3.6 Where the Transporter Measurement and Control Equipment is found when calibrated or validated to be subject to either a Constant Systematic Error or a Variable Systematic Error or to be found to read outside the Permitted Range in respect of volume flow and/or energy flow, then:
- (i) the Transporter Measurement and Control Equipment shall be assumed to have been subject to the Constant Systematic Error or Variable Systematic Error or to have been reading outside the Permitted Range (as appropriate) during the latter half of the period since the later of (a) the date when last calibrated or validated and found to be free of any Constant Systematic Error or Variable Systematic Error and within the Permitted Range and (b) since last adjusted to correct a previous Constant Systematic Error or Variable Systematic Error or to read within the Permitted Range and during

the first half of such period not to be subject to either a Constant Systematic Error or Variable Systematic Error or to have been reading outside the Permitted Range (except in the case where it is proved that the Transporter Measurement and Control Equipment has been subject to a Constant Systematic Error or Variable Systematic Error or to have been reading outside the Permitted Range (as appropriate) since some other date in which case the error shall be assumed to have applied since such date) it being acknowledged that information derived from any further or other meters installed by the Transporter downstream of the Entry Point at the Connected System Point may be treated by the Transporter as providing satisfactory evidence as to when the Management Equipment commenced to register outside the Permitted Range;

- (ii) for the purposes of paragraph 3.6, the quantities read as delivered on each Day at the Connected System Point during the period when the Connected System Point Transporter Measurement and Control Equipment is or is assumed in accordance with paragraph 3.6(i) above to have been subject to a Constant Systematic Error or Variable Systematic Error or to have been reading outside the Permitted Range (as appropriate) shall be adjusted by the Transporter in accordance with the provisions of paragraph 3.6(iii);
- (iii) The Transporter shall calculate the adjustment referred to in paragraph 3.6(ii) so as to provide a corrected value for volume flows and energy flows as if there had been no such Constant Systematic Error or Variable Systematic Error or as if the Transporter Measurement and Control Equipment had been reading within the Permitted Range and the Transporter shall notify the CGI Administrator of such adjustment.
- (iv) The amount by which the adjusted quantity determined to have been delivered on any Day pursuant to any calibration or validation or the resolution of any dispute in relation thereto differs from the quantity originally determined to have been delivered on such Day shall be treated as the Entry Point Adjustment Quantity in respect of the Connected System Point on such Day.

3.7 The CGI Administrator will assist and support the Transporter when the Transporter wishes to validate the Transporter Measurement and Control Equipment from time to time. Reasonable notice will be given by the Transporter to the CGI Administrator.

3.8 At the request of either the Transporter or the CGI Administrator, the Transporter and the CGI Administrator shall meet and discuss and endeavour to settle any dispute or failure to agree arising from the application of the provisions of this paragraph 3 and, if within thirty (30) Days after such request they shall have been unable to agree, the matter may be referred to an Expert for determination (at the request of either the Transporter or the CGI Administrator) in accordance with the provisions of Clause 11.

Section 4

Measurement Failure

- 4.
- 4.1 If during any part of any Day, any part of the Transporter Measurement and Control Equipment is not operating in accordance with the requirements of this Agreement, the Remotely Operated Valve shall be closed. The valve will only be reopened by the Transporter in accordance with the Transporters applicable procedures/process for the operation of the Remote Operated Valve.

Section 5

- 5. **Repeat Signals available to CGI Administrator**
- 5.1 Transporter does not provide repeat signals to the CGI Administrator.
- 5.2 **Repeat Signals to be provided by CGI Administrator to Transporter.**
None.
- 5.3 **Description of Repeat Signals**

Not applicable.

Section 6

Measurement Equipment – Gas Quality Monitoring

- 6. **Gas Quality Monitoring and Measurement**
- 6.1 The Transporters Measurement and Control Equipment used to measure gas quality shall include one or more automated on-line analysers (Gas Chromatograph) to measure the required gas parameters i.e. up to C6; as well as in-line sensors for Oxygen, Hydrogen Sulphide, Moisture, Wobbe Index, relative density Temperature and Pressure.
- 6.2 Impurities which are not normally found in Natural Gas to be delivered at the Connected System Point shall be measured by an Accredited Laboratory or a laboratory approved by the Transporter. Gas Quality laboratory reports shall be made available to the Transporter as soon as reasonably practical but no later than three (3) Business Days of receipt by the CGI Administrator.
- 6.3 Gas Quality laboratory reports to include component trending analysis data and to be supplied to the Transporter (GNI) to give advance warning of potential future gas quality breaches.
- 6.4 The CGI Administrator is responsible to procure the carrying out of spot sampling and laboratory analysis (at an Accredited Laboratory or a laboratory otherwise approved by the Transporter) of the gas at a frequency schedule described in 6.5 (or such other frequency

schedule as may be required by the Transporter) below by the Producer. The Transporter may from time to time carry out spot sampling at its own cost to verify compliance.

6.5 Spot Sampling / laboratory analysis shall be done immediately after commissioning and then periodically according to the following schedule.

- (i) Fortnightly, until two successive analyses suggest the risk is low enough to change to monthly.
- (ii) Monthly, until two successive analyses suggests risk is low enough to change to quarterly.
- (iii) Quarterly, until two successive analyses suggests risk is low enough to change to six monthly.
- (iv) Continue at six monthly frequencies, once all sample results are within the gas specification limits as per Schedule 4 above and the Code of Operations.
- (v) If gas is found which fails to meet the Gas Quality Specifications, then sample frequency to revert back one step in above schedule.

6.6 Measurement Standards

The gas quality samples should be tested in accordance with the relevant ISO industry standards. Without prejudice to the generality of the foregoing, the table below specifies certain of the current methods, standards and uncertainties for certain Gas Quality parameters.

Measurement Standards

Measurement Standards			
Parameter	Method	Standard	Uncertainty
Carbon Dioxide	Chromatography	ISO 6975	±0.07 mole%
Hydrocarbon Dew Point	Chromatography	ISO 23874	±1.0°C
Water Content	Sensor	ISO 18453	±3.0 mg/m ³
Water Dew Point	Calculation	ISO 18453	±0.5°C
Gross Calorific Value	Calculation	ISO 6976	±0.05 MJ/m ³
Wobbe Index	Calculation	ISO 6976	±0.05 MJ/m ³

6.7 Traceability

The measurement of the gas quality parameters shall be traceable to national standards from bodies such as United Kingdom Accreditation Service (UKAS), Physikalisch-Technische Bundesanstalt (PTB), National Physical Laboratory (NPL) and Nederlands Meetinstituut (NMI) and shall have acceptable certification to confirm. The measurement has been carried out in accordance with such standards (an “Accredited Laboratory”) (unless otherwise approved by the Transporter).

6.8 Expert

At the request of either the Transporter or the CGI Administrator, the Transporter and the CGI Administrator shall meet and discuss and endeavour to settle any dispute or failure to agree arising from the application of the provisions of this Section 6 and if, within thirty (30) Days after such request they shall have been unable to agree, the matter may be referred to an Expert for determination (at the request of either the Transporter or the CGI Administrator) in accordance with the provisions of Clause 11.

6.9 Measurement Failure

If during any part of any Day, any part of the Transporter Measurement and Control Equipment used to measure gas quality is not operating in accordance with the requirements of this Agreement, the Transporter and the CGI Administrator, in both cases acting reasonably shall agree to use alternative means as are practicable in the circumstances.

6.10 Transporter Measurement and Control Equipment

The Transporter has technical and operational capability to close the remotely operated valve which forms part of the Transporter Measurement and Control Equipment. The Transporter shall have the right to close (manually, automatically or remotely) the remotely operated valve (ROV) including:

- (i) if the quality of Natural Gas tendered for delivery at the Connected System Point (or any CGI Gas Point) does not meet the Gas Quality Specification.
- (ii) if there is a safety incident on site or downstream that would (in the reasonable opinion of the Transporter) be affected by the injection of RNG at the Connected Systems Point or any CGI Gas Point);
- (iii) if there is no gas nominated at any CGI Gas Point at the Connected Systems Point;
- (iv) if there is a requirement to shut the ROV due to planned or unplanned maintenance;

6.11 Reopening of ROV

The ROV may only be reopened when the Transporter is satisfied that it is technically and operationally appropriate to do so. The ROV shall be reopened in accordance with such procedure as the Transporter considers appropriate from time to time.

Schedule 6 Technical Interpretation

1. In this Agreement, the following terms have the following meanings:

“bar” means the bar as defined in ISO 1000-1981(e)

“barg” or **“bar gauge”** means the pressure in bar in excess of atmospheric pressure;

“Calorific Value” or **“CV”** means that number of Megajoules produced by the complete combustion at a constant absolute pressure of 1.01325 bar of one (1) Cubic Metre of Natural Gas at a temperature of fifteen degrees Celsius (15°C) with excess air at the same temperature and pressure as the Natural Gas when the products of combustion are cooled to fifteen degrees Celsius (15°C) and when the water formed by combustion is condensed to the liquid state and the products of combustion contain the same total mass of water vapour as the Natural Gas and air before combustion; and for the avoidance of doubt Calorific Value shall be REAL as defined in ISO 6976-1 :1995;

“Constant Systematic Error” has the meaning given BS ISO 5168:1998;

“Cubic Metre” or **“m³”**, when applied to Natural Gas, means that amount of gas which at a temperature of fifteen degrees Celsius (15°C) and an absolute pressure of 1.01325 bar and being free of water vapour occupies one (1) cubic metre;

“Cubic Foot”, when applied to Natural Gas, means the quantity of Natural Gas which at sixty (60) degrees Fahrenheit and an absolute pressure of sixty (60) inches of mercury at seventy two (72) degrees Fahrenheit and the Natural Gas being saturated with water vapour and at the same temperature and pressure occupies one (1) cubic foot;

“degree Celsius” or **“C”** means the particular interval between the temperature expressed in Kelvin and the temperature 273.15 Kelvin as defined in ISO 1000-1981 (E);

“GWh” means 1,000,000 kWh;

“hour” means the hour as defined in ISO 1000-1981(E);

“Joule” means the joule as defined in ISO 1000-1981(E);

“kCM” means one thousand (1,000) Cubic Metres;

“kilogram” means the kilogram as defined in ISO 1000-1981(E);

“kW” means one thousand (1,000) Watts;

“kWh” means three million six hundred thousand (3,600,000) Joules;

“MCM” means one million (1,000,000) Cubic Metres;

“MMSCFD” means 10⁶ Cubic Feet per Day;

“Megajoule” or **“MJ”** means one million (1,000,000) Joules;

“metre” means the metre as defined in ISO 1000-1981(E);

“Relative Density” means the quotient of the gas density and the density of dry air of standard composition specified at the same state conditions, 15 degrees Celsius and 1.01325 bar;

“second” means the second as defined in ISO 1000-1981(E);

“Standard Cubic Meter” or **“SCM”** means a volumetric unit of gas which occupies a cubic meter measured at a temperature of 288.15k (15° C) and absolute pressure of 101.325 kPa (atmosphere).

“SI Units” means units of physical measurement under System Internationale;

“Uncertainty” has the meaning given in BS ISO TR 5168:1998;

“Variable Systematic Error” has the meaning given in BS ISO TR 5168:1998; and

“Watt” means one (1) Joule per second.

Agreed Form

Schedule 7 Operating Procedures

LOPs All references to DFO or Delivery Facility Operator in the Local Operating Procedures and in the Station Operations Overview shall be read and construed as a reference to a Producer defined in this Agreement.

LOP 1 Access Arrangements.

LOP 2 Operational Communications.

LOP 3 Injection Gas Specification for Off-Spec Gas.

Agreed Form