

DATED _____ 2001

NATIONAL ENERGY SYSTEM OPERATOR LIMITED

and

[_____]

THE CONNECTION AND USE OF SYSTEM CODE

CUSC ACCESSION AGREEMENT

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This **CUSC Accession Agreement** is made on []

BETWEEN:

- (1) **National Energy System Operator Limited** a company registered in England with number 11014226 whose registered office is St Catherines Lodge, Bearwood Road, Sindlesham, Berkshire RG41 5BN ("**The Company**", which expression shall include its successors and/or permitted assigns); on its own behalf and on behalf of all the other parties to the **CUSC Framework Agreement**; and
- (2) [*Insert name of person wishing to be admitted to the CUSC*] (the "**Party Applicant**") whose principal office is at [].

WHEREAS:

- (A) By the **CUSC Framework Agreement** dated 18 September 2001 made between the **Original Parties** named therein and as now in force between **CUSC Parties** and by virtue of any **CUSC Accession Agreement** entered into by any **New Party** before the date of this **CUSC Accession Agreement**, the **CUSC Parties** agreed to give effect to and be bound by the **CUSC**.
- (B) The **Party Applicant** has complied with the requirements of the **CUSC** (if any) as to accession and wishes to be admitted as a **CUSC Party**.
- (C) By the **CUSC Framework Agreement** and the provisions of the **CUSC** all **CUSC Parties** authorise **The Company** to sign this **CUSC Accession Agreement** on their behalf.

IT IS HEREBY AGREED as follows:

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

references (in or pursuant to the **CUSC Framework Agreement**) to the **CUSC Framework Agreement** (howsoever expressed) should be read and construed as reference to the **CUSC Framework Agreement** and this **CUSC Accession Agreement**.

6 If any provision of this **CUSC Accession Agreement** is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other **Competent Authority** (as defined in the **CUSC**), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this **CUSC Accession Agreement**, which shall continue in full force and effect notwithstanding the same. The **Party Applicant** and **The Company** (acting on its own behalf and on behalf of each of the other **CUSC Parties**) hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this **CUSC Accession Agreement**, except for such rights, powers or benefits as are expressly conferred on the **CUSC Parties** and the **Party Applicant** in accordance with and subject to its terms.

7 This **CUSC Accession Agreement** may be executed in counterparts.

8 This **CUSC Accession Agreement** shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales and the courts of Scotland only.

Exhibit A

9 If the **Party Applicant** is not a company incorporated under the Companies Act 1985, as amended, it shall provide to **The Company** an address in **Great Britain** for service of process on its behalf in any proceedings.

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