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TRANSMISSION CONNECTION AGREEMENT

EirGrid plc.

and

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| THIS AGREEMENT is made the [] day of [] 200[]

BETWEEN:

- (1) **EirGrid plc**, a statutory corporation registered at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 (hereinafter called the “**Company**”); and
- (2) [Name, registered address of the customer and ~~€~~company ~~r~~Registration ~~N~~number] (hereinafter called the “**Customer**”)

and each of the parties hereto being a “Party” and the term “Parties” shall be construed accordingly.

WHEREAS:

- (A) The Customer has applied to the Company for connection of the Facility to the ~~ESB~~-Transmission System and use of the ~~ESB~~-Transmission System to transport electricity to and/or from the Facility through the ~~ESB~~-Transmission System.
- (B) The Company has agreed to the connection of the Facility to the ~~ESB~~ Transmission System at the Connection Point and to the Customer using the ~~ESB~~-Transmission System to transport electricity to and/or from the Facility through the ~~ESB~~-Transmission System.
- (C) The Parties make this Transmission Connection Agreement hereinafter referred to as the “Connection Agreement” to record the terms and conditions upon which (amongst other matters) the Parties will carry out their respective Connection Works, the Customer will pay the Charges and Security to the Company and Energisation will be achieved.
- (D) The Parties agree that the terms set out in the General Conditions as amended by the Company and approved by the CER from time to time are incorporated into this Connection Agreement and the interpretation rules set out in the General Conditions and shall be the rules of construction of this Connection Agreement.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 The Parties agree that the latest version of the General Conditions of Connection [and Use of System] as amended from time to time are incorporated into this Connection Agreement hereinafter referred to as the "General Conditions".
- 1.2 The Parties agree that the Offer Letter is incorporated into this Connection Agreement.
- 1.3 In the event of inconsistency between the provisions of this Connection Agreement and industry codes or inconsistencies within the Connection Agreement itself the following order of precedence shall prevail:
 - a) The Grid Code;
 - b) The Offer Letter;
 - c) This Connection Agreement including the General Conditions but excluding the Offer Letter,
 - d) The Trading and Settlement Code and the Metering Code.
- 1.4 In this Connection Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions unless expressly provided to the contrary elsewhere, as appropriate, and for the avoidance of doubt shall be interpreted in accordance with Clause 2 of the General Conditions.

2 CONDITIONS PRECEDENT

2.1 Offer Letter

Any Conditions Precedent expressly provided for in the Offer Letter shall be a Condition Precedent to this Connection Agreement.

2.2 Conditions Precedent to Acceptance

This Connection Agreement is conditional upon the following being fulfilled in a form satisfactory to the Company on or before the date of execution of the Connection Agreement:-

- 2.2.1 any Charges, or other monies, payable by the Customer on execution of the Connection Agreement have been paid; and
- 2.2.2 the Security requirements required to be provided by the Customer on execution of the Connection Agreement, ~~and~~ more particularly set out in the Offer Letter, have been provided.

The Parties acknowledge that these Conditions Precedent have been inserted for the benefit of the Company.

2.3 Conditions Precedent to Carrying out the Works

Notwithstanding anything in the Connection Agreement to the contrary, and without limiting any other obligations of the Customer, the provisions of the Connection Agreement which refer to the carrying out of the Works are (unless the Customer and the Company otherwise agree) in all respects conditional on and subject to the Company being satisfied that:-

- 2.3.1 the Consents Issue Date has occurred;
- 2.3.2 the Customer has fulfilled its obligations under Clause 7 of the Connection Agreement in a form satisfactory to the Company.
- 2.3.3 the Customer has complied with any other obligations which are required to be satisfied prior to the carrying out of the Works, as set out in the Offer Letter

The Parties agree that the Condition Precedent detailed in Clause 2.3.1 above is waived insofar as is necessary to enable the Customer to exercise its rights under Clause 20.9 of the General Conditions.

The Parties acknowledge that this Condition Precedent has been inserted for the benefit of the Company.

2.4 Conditions Precedent to Connection

Notwithstanding anything in the Connection Agreement to the contrary and without limiting any other obligations of the Customer the Customer shall not have the right under the Connection Agreement to proceed with the Connection of the Facility until the Company is satisfied that the Customer has:-

- 2.4.1 paid any outstanding Charges or other monies due to the Company;
- 2.4.2 fulfilled its obligations under Clause 7 of the Connection Agreement in a form satisfactory to the Company;
- 2.4.3 fulfilled its obligations under Clause 8 of the Connection Agreement in a form satisfactory to the Company;
- 2.4.4 a current and enforceable agreement in place with ~~the Company (or another a licensed supplier)~~ for the supply of electricity to the Facility; and
- 2.4.5 complied with any other obligations which are required to be satisfied prior to Connection, as set out in the Offer Letter.

The Parties acknowledge that these Conditions Precedent have been inserted for the benefit of the Company.

2.5 Conditions Precedent to the implementation of the Commissioning Instructions

Notwithstanding anything in the Connection Agreement to the contrary, and without limiting any other obligations of the Customer, the Customer shall not have the right under the Connection Agreement to require the Commissioning Instructions to be implemented until the Company is satisfied (acting reasonably) that:

- 2.5.1 the Connection Works have been completed;

- 2.5.2 the Customer has complied with ~~any its~~ obligations which are required to be satisfied prior to implementation of the Commissioning Instructions as set out in the Offer Letter;
- 2.5.3 the Customer has complied with its obligations under the Grid Code which must be met prior to implementation of the Commissioning Instructions;
- 2.5.4 the conditions specified in respect of implementation of Commissioning Instructions as set out in Schedule 10 of the Connection Agreement have been met;
- ~~2.5.5 the Decommissioning and Reinstatement Bond has been provided to the Company.~~

The Parties acknowledge that these Conditions Precedent have been inserted for the benefit of the Company.

2.6 Confirmation

When the Conditions Precedent specified in this Clause 2 have been either met or waived (by the Party for whose benefit they have been inserted), the Party for whose benefit they have been inserted shall immediately notify the other Party in writing that they have been so satisfied.

3 TERM AND TERMINATION

The term and termination provisions as set out in the General Conditions in respect of Connection Agreements shall apply to this Connection Agreement in addition to the provisions of this Clause 3.

3.1 Term

The Term shall be as set out in ~~the Offer Letter~~ Clause 20.1 of the General Conditions.

3.2 Termination

If:

- 3.2.1 the confirmation under Clause 2.6 has not been notified by the CID Longstop Date; or
- 3.2.2 the confirmation under Clause 2.6 has not been notified by the Scheduled Operational Date Longstop Date;

~~then the Connection Agreement will be terminated automatically by written notice to the Customer by the Company unless both Parties agree to do otherwise.~~

The Company shall not issue a termination notice pursuant to this Clause 3.2 if CID or the Operational Date has not been achieved as a result of an obligation or obligations of the Company not having been performed unless exceptional circumstances exist including, without limitation, significant technical reasons.

~~then the Party for whose benefit the Conditions Precedent have been inserted, as the case may be, may terminate the Connection Agreement by notice in writing to the other Party at any time prior to such confirmation being notified.~~

Comment [SK1]: Text added to give effect to TSO's commitment in Section 2.2.13 of CER/09/138.

In the event that the Connection Agreement is terminated in accordance with the terms of this Clause, then the Customer shall immediately pay to the Company the amounts calculated in accordance with the General Conditions. Without prejudice to the foregoing provision, the Party terminating the Connection Agreement shall have no liability to the other Party arising from such termination.

4 AGREEMENT TO CONNECT AND USE

4.1 Agreement to Connect and Use

The Company agrees to:

- (a) the Facility being connected to the ~~ESB~~-Transmission System at the Connection Point; and
- (b) the Company's Connection Equipment and the Customer's Equipment remaining Energised; and
- (c) the Customer transporting electricity to and/or from the Facility through the ~~ESB~~-Transmission System

from the Connection Date for the duration of the Term on the terms and conditions set out in this Connection Agreement subject to transmission constraints from time to time.

4.2 Capacity limit

4.2.1 The Customer shall not take electricity through the Connection Point exceeding the Maximum Import Capacity or transmit electricity through the Connection Point exceeding the Maximum Export Capacity without the ~~prior written~~ consent of the Company.

4.2.2 If the Maximum Import Capacity or the Maximum Export Capacity is exceeded without consent, the Company may give notice to the Customer setting out details and requesting the Customer to remedy the situation within twenty (20) Business Days of receipt of the notice, failing which the Company reserves the right to De-Energise and shall not re-Energise until such time as the Customer satisfies the Company that the Maximum Import Capacity or the Maximum Export Capacity (as applicable) will not be exceeded when the connection is renewed or arrangements have been made for an alteration or modification of the Connection Agreement.

4.3 Company's Obligation to Maintain and Operate the Transmission System

The Company shall maintain and operate the ~~ESB~~-Transmission System in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

4.4 Customer's Obligation to Maintain and Operate the Customer's Equipment and Premises

The Customer shall maintain and operate the Customer's Equipment and Premises in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

4.5 Continuity of Connection

4.5.1 No liability for loss of continuity

The Company shall, subject to the requirements of Prudent Electricity Utility Practice, to the best of its ability maintain a continuous connection of electrical energy and if by reason of any cause whatsoever the Company shall fail to do so the Company shall restore the connection with all reasonable speed but the Company shall not be under any liability whatsoever for loss or damage arising from such failure to maintain a continuous connection.

4.5.2 Failure of continuity

If there is a failure in the continuity of connection, the Company shall endeavour as soon as practicable to notify the Customer of the reason for the breakdown and of the estimated time for restoration of the connection and shall endeavour to keep the Customer informed about the progress of the work of restoring the connection but the Company shall not be liable if due to circumstances beyond its reasonable control it is unable to do so.

~~4.6 Demand Power Factor~~

~~The Customer, in respect of their Demand, shall endeavour to operate the electrical plant at the Facility in such a manner that the power factor shall be not less than 0.85 lagging or leading unless the Customer's Facility comprises one or more Generating Units in which case the power factor is to be maintained in accordance with the Grid Code and that failure to do so shall constitute a breach of the Connection Agreement.~~

~~4.74.6 Power Quality~~

If requested by the Customer the Company will work together with the Customer through the power quality liaison group and will provide information on power quality matters to the Customer from time to time. The Company and the Customer shall each treat any and all information and data disclosed to it in connection with this power quality liaison group as confidential.

5 AGREEMENT TO PAY CHARGES AND COSTS

5.1 Agreement to pay Charges and additional costs

The Customer agrees to pay the Charges and additional costs arising in accordance with the terms and subject to the conditions set out in this Clause 5 and more specifically in the Offer Letter and the General Conditions thereto.

5.2 Charges related to Use of System

The applicability of Use of System Charges shall be in accordance with the General Conditions and shall be as set out in the Offer Letter.

5.3 Charges and costs in accordance with CER Policy

The Customer acknowledges that the Company has quoted Charges and costs in respect of the Connection Works in accordance with ~~the policies determined by the CER~~ its policies as have, to the extent required, been approved by the CER and based on the Assumptions set out in the Offer Letter.

5.4 Variation in Consents Costs

Any costs and/or expenses reasonably incurred by the Company and not provided for in the Connection Charge:

- 5.4.1 in obtaining and endeavouring to obtain the Company's Consents;
- 5.4.2 in meeting any conditions attached to Consents obtained for the Company or for the Customer;
- 5.4.3 changes in the Connection Charge arising from a failure to achieve the Consents Issue Date by the Scheduled Consents Issues Date; or
- 5.4.4 a change otherwise arising under the Offer Letter.

shall (for the avoidance of doubt) be ~~for~~to the account of the Customer (in addition to the Connection Charge) who shall, on receipt of the Company's invoice in respect of such costs and/or expenses, pay to the Company the amount of the invoice in accordance with the payment provisions contained in the General Conditions (and, for the avoidance of doubt, regardless of whether the Connection Works are or can be completed and/or whether Energisation has occurred or can occur). The Company (acting in accordance with Prudent Electricity Utility Practice) shall incur only such costs and/or expenses as are reasonably necessary in the circumstances.

Reduction in MEC

5.5

At any given time prior the commencement of the construction of the Connection Works, the Customer has the right to reduce the MEC applicable to this Connection Agreement by issuing a written notice to that effect to the Company and subject to paying the Company an amount of €10,000 per each MW of reduced MEC.

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For the avoidance of doubt, a reduction in MEC may also be requested after the commencement of construction of the Connection Works. This will lead to a draw down of the MEC Bond in accordance with the process outlined in Clause 24.3 of the Connection Agreement General Conditions as appropriate.

Comment [SK2]: Change in wording at IWEA's request.

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Comment [SK3]: Additional text suggested by ESBN.

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6 OFFER LETTER

6.1 Offer Letter

The Customer agrees that the Offer Letter forms part of this Connection Agreement.

6.2 Influencing Connections prior to Acceptance

If at any time prior to the acceptance of the Offer Letter by the Customer, one or more Influencing Connections occur or there is a failure in the Assumptions, the Company shall, as soon as reasonably practicable prior to the acceptance of the Offer Letter by the Customer:-

- 6.2.1 inform the Customer in writing that there are Influencing Connections or that a failure in the Assumptions has occurred; and
- 6.2.2 issue an amended Offer Letter as soon as reasonably practicable, taking into account any changes that have arisen; or
- 6.2.3 make the amended Offer Letter conditional upon the Influencing Connections and the revised Assumptions.

6.3 Influencing Connections Post Acceptance

- 6.3.1 The Company and the Customer will proceed as soon as reasonably practicable with their respective construction works programmes and respective applications for Consents following execution of the Connection Agreement. The Parties agree that amended Offer Letters may, from time to time, need to be developed and issued by the Company to deal with any changes which may arise from a failure of the Assumptions or arising from the Charges (including Pass Through Charges) and Security or a policy change by the CER. These changes may result in additional charges which will be payable by the Customer and may require changes to programmes in accordance with the terms of this Connection Agreement.
- 6.3.2 Where one or more Influencing Connections occurs, or there is a failure in the Assumptions, the Company shall be entitled to have a period of two (2) Business Days following the day on which the Influencing Connection occurs or the failure of the Assumption occurs in which to issue notification of the occurrence to the Customer. Any acceptance of an Offer Letter submitted to the Company during this two (2) Business Days period shall be invalid and the provisions of Clause 6.2 shall apply.

6.4 Failure arising under the Offer Letter

If at any time the Company reasonably determines that:

- 6.4.1 any Assumption has not been, or is unlikely to be, met (for whatever reason);
 - 6.4.2 any Consent required is not obtainable;
 - 6.4.3 changes in the Connection Charge have arisen from a failure to achieve Consents by the Scheduled Consents Issues Date; or
 - 6.4.4 a change has otherwise arisen under the Offer Letter;
- then without prejudice to the rights under Clause 5.4 of the Connection Agreement:-
- 6.4.5 the Parties shall meet within ten (10) Business Days to discuss alternative options available and the costs and expenses thereof; and

6.4.6 save where the provisions of Clause 5.4 of the Connection Agreement apply, the Company shall (having given consideration to the discussions referred to in Clause 6.4.5) prepare and submit to the Customer a revised Offer Letter containing an alternative proposal which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term technical implications, whereby the Company will incur difficulties in operating the ~~ESB~~-Transmission System and in performing its function in relation thereto, such revised Offer Letter to include the Company's assessment of revised:

6.4.6.1 Charges;

6.4.6.2 Security;

6.4.6.3 Connection Works Completion Period; and

6.4.6.4 Commissioning Tests Completion Period;

which would apply to the alternative proposal.

6.4.7 Except as provided for under Clause 6.4.8, if the Customer notifies the Company within ten (10) ~~Business d~~Days of receiving the Company's proposal that it is agreeable to the proposal, then the Offer Letter shall be deemed to be replaced with the revised Offer Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Offer Letter and the provisions of this Clause 6 shall apply *mutatis mutandis* to such alternative proposal. If the Customer notifies the Company within ten (10) ~~Business d~~Days of receiving the Company's proposal, that it is dissatisfied with the proposal then the Parties shall meet and endeavour to resolve the matter within a further ten (10) ~~Business d~~Days of the Customer notification of dissatisfaction so that a further Offer Letter may be revised and issued. Where the Company and the Customer fail to agree a proposal within the said period, the Company acting reasonably, shall issue a revised Offer Letter, being in its opinion the best available alternative proposal for the Customer, taking due account of the circumstances encountered. The Customer shall have a further ten (10) ~~Business d~~Days from receipt of the proposal to accept this final proposal. This time period may be extended by mutual agreement of the Company and the Customer. Where the Customer does not notify the Company in writing that it is satisfied to accept the final proposal without qualification within the allotted period, the Offer Letter# shall be deemed to have lapsed, and the Company reserves the right to drawdown the MEC Bond and/or MIC Bond as applicable and to terminate the Connection Agreement. ~~then the Company shall be entitled to drawdown under the MEC Capacity Bond and/ or MIC Capacity Bond as applicable and the Connection Agreement shall terminate.~~ In the event of a dispute as to whether the Company has acted reasonably in preparing alternative proposals the matter shall be determined by the Independent Engineer in accordance with the Dispute Resolution Procedure of the General Conditions.

6.4.8 Where the failure of an Operational Consent has occurred, if the Customer notifies the Company within ten (10) ~~Business d~~Days of

receiving the Company's proposal that it is agreeable to the proposal, then the Offer Letter shall be deemed to be replaced with the revised Offer Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Offer Letter and the provisions of this Clause 6 shall apply *mutatis mutandis* to such alternative proposal. If the Customer notifies the Company within ten (10) ~~Business d~~Days of receiving the Company's proposal, that it is dissatisfied with the proposal then the Parties shall meet and endeavour to resolve the matter within a further ten (10) ~~Business d~~Days of the Customer notification of dissatisfaction so that a further Offer Letter may be revised and issued. Where the Company and the Customer fail to agree a proposal within the said period, the Company acting reasonably, shall issue a revised Offer Letter, being in its opinion the best available alternative proposal for the Customer, taking due account of the circumstances encountered. The Customer shall have a further ten (10) ~~Business d~~Days from receipt of the proposal to accept this final proposal without qualification. This time period may be extended by mutual agreement of the Company and the Customer. Where the Customer does not notify the Company in writing that it is satisfied to accept the final proposal within the allotted period, then the Company shall be entitled to drawdown under the MEC ~~Capacity~~ Bond and/or MIC ~~Capacity~~ Bond as applicable and the Connection Agreement shall terminate. In the event of a dispute as to whether the Company has acted reasonably in preparing alternative proposals, the matter shall be determined by the Independent Engineer in accordance with the Dispute Resolution Procedure of the General Conditions.

Comment [SK4]: Per industry, it is inaccurate to refer to the MEC Bond as the MEC ~~Capacity~~ Bond (ditto re the MIC Bond). This is has been corrected throughout the documentation.

6.4.9 The Customer shall be entitled to notify the Company if, in its opinion, any of the circumstances set out in Clauses 6.4.1 to 6.4.4 inclusive has or is likely to occur. The Company shall be obliged to consider any such notification in making a determination for the purposes of this Clause 6.4.

~~6.4.8~~

7 INSURANCES

The Customer shall provide insurance coverage in accordance with the General Conditions and Schedules ~~6-6A and 6B~~.

8 SECURITY

The Customer shall provide Security in accordance with the Offer Letter and the General Conditions in a form set out in Schedules 7A, 7B, ~~and 7C and 7D~~ where applicable.

9 PROTECTION AND METERING

9.1 Protection Relays

The Customer shall at its cost and expense provide and install in accordance with the Construction Programme and this Clause 9, and maintain throughout the Term, the protection relays detailed in this Clause 9.

9.2 Signals

The Company shall at the Customer's marshalling rack and in accordance with the Construction Programme provide the Customer with any signals from the Company's Equipment which the Customer reasonably requires for control and protection purposes and for the operation of the protection relays specified in this Clause 9.

9.3 Settings

In accordance with the Construction Programme, the Customer and the Company shall:-

- 9.3.1 each exchange back-up setting times to facilitate the co-ordination of the interface between the Company's control and protection equipment and the Facility's control and protection equipment; and
- 9.3.2 co-operate fully to implement any trip signals for their respective control and protection equipment in accordance with Prudent Electricity Utility Practice.

As part of the Customer's Commissioning Tests and, in any event, prior to implementation of the Commissioning Instructions, the Customer shall notify to the Company the settings which the Customer (in accordance with the Grid Code and Prudent Electricity Utility Practice) proposes to apply to the Customer's control and protection equipment. The Company shall within fifteen (15) Business days of receiving the Customer's notification:-

- 9.3.3 notify the Customer that it approves the settings proposed by the Customer; or
- 9.3.4 if the Company determines that the settings proposed by the Customer are not in accordance with the Grid Code and Prudent Electricity Utility Practice, then following discussion with the Customer, notify to the Customer alternative settings (which are in accordance with the Grid Code and Prudent Electricity Utility Practice).

The settings approved by the Company under Clause 9.3.3 or notified by the Company under Clause 9.3.4 shall be deemed to be incorporated in Schedule 2 of the Connection Agreement as the settings for the Customer's protection equipment (and the parties agree to insert details of the settings into the Connection Agreement as a supplementary appendix to Schedule 2). The Customer shall ensure that the Customer's control and protection equipment complies with and continues to comply with the settings for the Customer's control and protection equipment as set out in Schedule 2 of the Connection Agreement.

9.4 Amendments to Settings

If, at any time, after the settings for the Customer's control and protection equipment have been determined under Clause 9, the Customer wishes to alter those settings then the Customer may (or if the settings cease to be in accordance with the Grid Code and Prudent Electricity Utility Practice, the Customer shall forthwith) notify to the Company the new settings which the Customer (in accordance with the Grid Code and Prudent Electricity Utility Practice) proposes to apply to the Customer's control and protection equipment. The Company shall within fifteen (15) Business days of receiving the Customer's notification:-

- 9.4.1 notify the Customer that it approves the settings proposed by the Customer; or
- 9.4.2 if the Company determines that the settings proposed by the Customer are not in accordance with the Grid Code and Prudent Electricity Utility Practice, then following discussion with the Customer, notify to the Customer alternative settings (which are in accordance with the Grid Code and Prudent Electricity Utility Practice).

The settings thus approved by the Company under Clause 9.4.1 or notified by the Company under Clause 9.4.2 shall be deemed to be incorporated in Schedule 2 of the Connection Agreement as the settings for the Customer's control and protection equipment in place of the existing settings and the parties agree to insert details of the settings into the Connection Agreement as an appendix to Schedule 2 in place of the existing supplementary appendix to Schedule 2.

9.5 Auto-reclosing Facilities

The Customer hereby acknowledges that the Company may use switchgear with high speed, slow speed and manual (remote or local) auto-reclosing facilities, and that the Facility should be designed so as not to suffer damage through the operation of such facilities. The Customer agrees that the Company shall bear no liability for any damage caused by the operation of such facilities.

9.6 Metering

The Company shall provide and maintain the Metering, power supplies, protection relays, signalling, and other equipment installed by the Company (in accordance with any relevant provisions of the Grid Code and the Metering Code). The costs incurred by the Company in doing so are reflected in the Connection Charge and On-Going Service Charge. In the event that the Company is compelled by any legal requirement to replace any such equipment with equipment of a different specification in order to conform with the relevant legislation, the Company's costs of so doing shall be met by the Customer who shall on receipt of the Company's invoice in respect of such costs pay to the Company the amount of the invoice in accordance with the payment provisions of the Connection Agreement.

9.7 Operational Instrumentation

The Company shall as part of the Company's Connection Works, provide, install, calibrate and commission in accordance with the Construction Programme (and in accordance with any relevant provisions of the Grid Code) and maintain throughout the Term, Operational Instrumentation in the Communications and Control Room which interfaces with the Company's Supervisory, Control and Data Acquisition (SCADA) system.

9.8 Use of Metering

The Metering will be used to provide such readings from the Customer's Equipment and the Company's Equipment as are required by the Company.

9.9 Customer's Obligations

The Customer shall as part of the Customer's Connection Works, at its expense, provide and install in accordance with the Construction Programme (and in accordance with any relevant provisions of the Grid Code):-

9.9.1 Communications and Other Equipment

Communications and such other equipment as is required by the Company for the purposes of the Transmission Station, shall be advised to the Customer in accordance with the Construction Programme and/or the Grid Code, as appropriate. For information purposes only, and without limitation, such equipment may include dial-up telephone line connections between the Communications and Control Room and the public telephone network for voice communication and data collection from Metering as set out in the Grid Code;

9.9.2 Power Supplies

Power supplies, for the operation of the Commercial Metering, the Operational Instrumentation, lighting and heating, the switchgear, control and protection equipment, unless otherwise determined by the Company, shall be in accordance with the Grid Code.

9.9.3 Protection Relays

Control and protection equipment for the Customer's Equipment, associated instrument transformers and cabling and power supplies. Such equipment, transformers, cabling and power supplies shall be maintained by the Customer throughout the Term to the reasonable satisfaction of the Company in accordance with the Grid Code and the Customer shall provide to the Company such evidence as to the completion of such maintenance as is required by the Company (acting reasonably).

10 INTERFERENCE WITH EQUIPMENT

The Customer shall not, and shall ensure that its agents, employees and invitees do not, interfere in any way with the Plant and/or Apparatus (including, without limitation, Metering) owned by ~~ESB~~the TAO, or the Company, and operated by the Company without the consent of the Company except in accordance with the Operating Instructions.

The Company shall not, and shall ensure that its agents, employees and invitees do not, interfere in any way with the Customer's Plant and/or Apparatus (including, without limitation, Metering) without the consent of the Customer, except in accordance with the Operating Instructions

11 RIGHTS OVER LAND AND ACCESS CONDITIONS

11.1 Easements etc.

Except where specifically provided for elsewhere under the Connection Agreement, the Customer shall, at the cost and expense of the Customer, grant to the Company all Consents that the Customer is empowered to give as are required by the Company for the installation, operation, maintenance, inspection and removal of the Company's Equipment situated, or to be situated, on or in any land or buildings owned or controlled by the Customer. Any such Consent, shall be granted on such terms and conditions as are reasonably acceptable to the Company having regard to the terms and conditions on which similar Consents have previously been granted to the Company.

11.2 Transmission Station Services

The Customer shall, to the extent that building services (including, without limitation, power supplies, water supplies, telephone and sewerage disposal) for the Transmission Station are connected to services on the Customer's Premises:-

- 11.2.1 procure that the building services are throughout the Term and at the cost and expense of the Customer supplied to the Transmission Station; and
- 11.2.2 maintain (throughout the Term) to the reasonable satisfaction of the Company and at the cost and expense of the Customer the building services on the Customer's Premises to which such Transmission Station building services are connected. The Customer shall provide to the Company such evidence as to the maintenance of such building services as is from time to time required by the Company (acting reasonably).

11.3 Company Access

The Customer shall permit the Company's employees and/or agents and/or subcontractors and/or invitees at times to be agreed between the Parties both during the Term and after the termination of the Connection Agreement to enter those parts of the Customer's Premises as shall be reasonably agreed between the Parties to enable the Company to carry out preliminary site investigation works, the Connection Works, modification works, inspections, operating, testing, repairing, renewing, maintaining, isolating, protecting or removing the Company's Equipment, materials or temporary works or any part thereof, Disconnecting or De-Energising, monitoring compliance with the terms of the Connection Agreement or to enable the Company to fulfil its obligations under the terms of the Connection Agreement. The Company shall

use all reasonable endeavours to co-operate with the Customer and its Contractors prior to and when present on the Customer's Premises.

Notwithstanding the foregoing provisions of this Clause 11.3, the Company's employees and/or agents and/or subcontractors and/or invitees shall be entitled to enter the Customer's Premises at any time both during the Term and after the termination of the Connection Agreement for any purpose in connection with the operation of the ~~ESB~~ Transmission System provided that the Company shall, when present on the Customer's Premises, use all reasonable endeavours to co-operate with the Customer and its Contractors.

This Clause 11.3 shall survive termination of the Connection Agreement.

11.4 Conditions of Access

All rights of access for the Company under the Connection Agreement shall include the right for the Company to bring on to the Customer's Premises such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the right of access is granted. Any individual to whom access is given under the Connection Agreement shall comply with all reasonable directions given by the Customer and its appropriately authorised employees and agents as to general safety and site security requirements, prior to and when present on the Customer's Premises. All such rights shall be exercisable free of charge or payment of any kind.

11.5 Customer Access

The Customer shall not have rights of access to the Company's Premises or Company's Equipment at any time other than as may have been previously agreed in writing by the Company for the purpose of carrying out by the Customer of the Customer's obligations under the Connection Agreement.

11.6 Customer to grant Consents

The Customer shall grant to the Company (at the cost and expense of the Customer) all Consents it is empowered to give in respect of any land owned or controlled by the Customer which the Company requires and notifies to the Customer. Any such Consent shall be granted on such terms and conditions as are reasonably acceptable to the Company, including a condition that the Company shall not be required to move or alter the Company's Connection Equipment to facilitate further developments by the Customer.

12 INTERFACE UNDERTAKING

The Company in accordance with the terms of clause 6 of the Infrastructure Agreement is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 11 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of

~~ESB as owner of the ESB Transmission System is protected~~ the TAO is protected.

The Company is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 13 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of the DSO is protected.

IN WITNESS WHEREOF the Company and the Customer have caused this Connection Agreement to be executed on date above first herein written.

Signed for and on behalf of:-

EIRGRID PLC.

Print Company Signatory Name in Block Capitals: _____

Witness: _____

[CUSTOMER DETAILS]

Print Customer Signatory Name in Block Capitals: _____

Witness: _____

SCHEDULE 1

Offer Letter

SCHEDULE 2
Site Specific Details

- | | | |
|---|--|---|
| 1 | Location: | [] |
| 2 | Facility Name: | [] |
| 3 | Facility Type: | [] |
| 4 | Maximum Export Capacity: | [] |
| 5 | Maximum Import Capacity: | [] |
| 6 | Connection Liability Amount: | shall be:

(a) from the date of commencement of this Connection Agreement until and including the Connection Date €127,000 (Indexed);- and

(b) from but excluding the Connection Date for the duration of the Term €127,000 (Indexed). |
| 7 | Connection Liability Cap: | shall be an aggregate amount of €320,000. |
| 8 | Independent Engineer: | Both parties agree to meet to discuss the appointment of the Independent Engineer within thirty (30) days of execution of the Connection Agreement. |
| 9 | Provisional Settings for Customer's protection equipment: | to be advised in writing by the Company to the Customer as soon as reasonably practicable. |

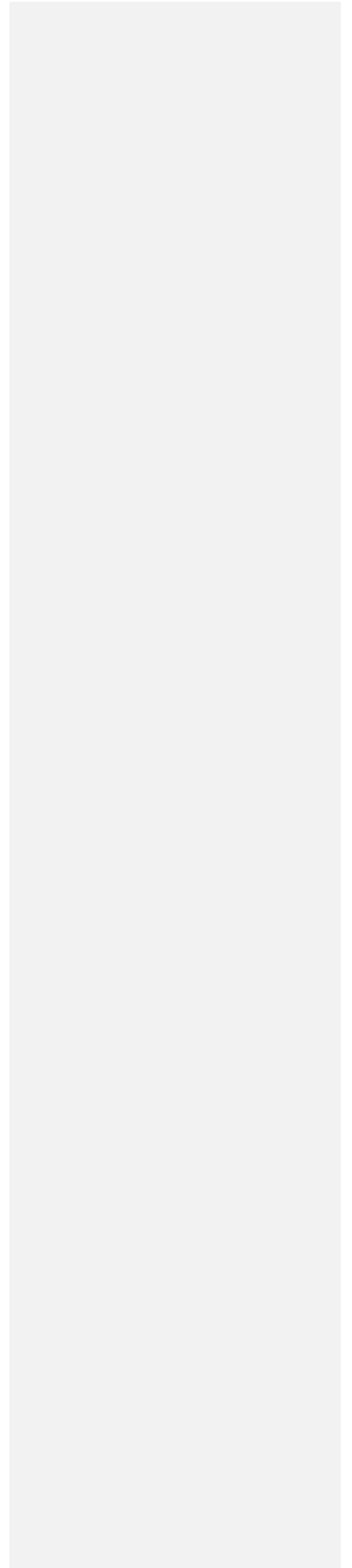
SCHEDULE 3

Key Parameters

1. Site Location: []

2. Plant Details: []

|



SCHEDULE 4

Site Diagram

This schedule is left intentionally blank

f

SCHEDULE 5

Addresses

COMPANY:

Address: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

For the attention of: Financial Controller
EirGrid plc.

Facsimile Number: + 353 1 661 5375

CUSTOMER:

Address:

For the attention of:

Facsimile Number:

SCHEDULE 6

Insurance

The insurances below must be in place prior to the commencement of construction of the Connection Works.

Employer's Liability

Cover: Legal liability of the insured for bodily injury, death, illness or disease to any employee of the insured.

Limit of Indemnity: Minimum ~~€12,700,000~~ ~~€13,000,000~~ any one accident or series of accidents arising out of a single occurrence/unlimited any one period of insurance.

Insured: The Customer ~~and its contractors and sub-contractors.~~

Jurisdiction: To include Republic of Ireland.

Review: ~~On the Operational Date, and on each third anniversary thereof, to reflect an appropriate sum insured in accordance with Prudent Electricity Utility Practice.~~

Note: Policy to include specific indemnity to the Company and ESB (as the TAO).

Public/Product Liability

Cover: Legal liability of the insured for damage to property of third parties or bodily injury, death or disease to third parties arising out of the construction, ownership, operation and maintenance of the Facility.

Limit of Indemnity: Minimum of ~~€6,350,000~~ ~~€6,500,000~~ any one occurrence unlimited in any period of insurance for the public liability exposures and capped at any one occurrence level and in the aggregate per insurance period for product liability.

Insured: The Customer ~~and its contractors and sub-contractors.~~

Jurisdiction: To include Republic of Ireland.

Review: ~~On the Operational Date, and on each third anniversary thereof, to reflect an appropriate sum insured in accordance with Prudent Electricity Utility Practice.~~

Note: Policy to include specific indemnity to the Company and ESB (as the TAO).

SCHEDULE 6A – INSURANCES TO CONNECTION DATE

Construction Material Damage:

~~Cover: Physical loss of or damage to any part of the contract works, being the permanent and temporary works relating to the design, manufacture, supply, construction, erection and/or setting to work, testing and commissioning of the Facility including materials and plant for incorporation therein.~~

~~Sum insured: € Full re instatement of the Facility.~~

~~Deductible: (a) In respect of loss or damage during testing, commissioning, operation and maintenance to:~~

~~Gas Turbine maximum \$1,500,000~~

~~Steam Turbine/HRSG/Transformer maximum \$750,000~~

~~(b) In respect of all other loss or damage not included in (a) above maximum \$250,000.~~

~~Insured: The Customer, all other contractors and sub-contractors of whatsoever tier engaged in carrying out works on the Site, architects, project managers and engineers and other consultants for their Site activities only, the Company, Electricity Supply Board (ESB) and the Company and ESB contractors and sub-contractors contracted in the Facility, lenders and their advisors if applicable.~~

Employer's Liability

~~Cover: Legal liability of the insured for bodily injury or disease to any employee of the insured.~~

~~Sum insured: Minimum €12,700,000~~

~~Insured: The Customer and its contractors and sub-contractors.~~

~~Jurisdiction: To include Republic of Ireland.~~

Marine Cargo:

~~Cover: Goods and/or merchandise of every description which is related to and/or in connection with the insured's Project, including but not limited to machinery, consumables, equipment, pipes, general materials, spare parts and other ancillary materials including packing materials and equipment to be incorporated within the Project. Coverage in respect of transit by barge, sea or land from commencement of loading at supplier's premises until all satisfactory completion of transit at the Site of the Project.~~

~~Sum insured: Limit of liability maximum value of any one conveyance + 10%.~~

~~Deductible: a maximum of €12,700.~~

~~Insured: The Customer and/or subsidiary and/or associated and/or affiliated companies, project contractors and/or sub-contractors suppliers and vendors in respect of their respective rights and interests, Electricity Supply Board (ESB) and the Company.~~

~~**Third Party Liability**~~

~~Cover: In respect of legal liability for loss of or damage to third party property and/or death of, bodily injury to or disease contracted or illness sustained by any third party. Policy to include a cross liability clause.~~

~~Limit of Indemnity: a minimum of €12,700,000 any one occurrence unlimited in number during the Period.~~

~~Deductible: a maximum of €12,700 each and every occurrence.~~

~~Insured: The Customer, all other contractors and sub-contractors of whatsoever tier engaged in carrying out works on the Site; architects and engineers and other consultants for their Site activities only; the Company, Electricity Supply Board (ESB) and the Company's and ESB's contractors and sub-contractors.~~

~~**Jurisdiction** To include Republic of Ireland.~~

SCHEDULE 6B – INSURANCES AFTER CONNECTION DATE

Public/Product Liability

~~Cover: Legal liability of the insured for damage to property of third parties or bodily injury to third parties arising out of the ownership, operation and maintenance of the Facility or breach of this Agreement.~~

~~Sum insured: Minimum of €6,350,000 any one occurrence unlimited in any period of insurance~~

~~Deductible: Maximum of €127,000~~

~~Insured: The Customer and its contractors and sub-contractors.~~

~~Review: On the Operational Date, and on each third anniversary thereof, to reflect an appropriate sum insured in accordance with Prudent Electricity Utility Practice.~~

~~Jurisdiction: To include Republic of Ireland.~~ **Employers Liability**

~~Cover: Legal liability of the insured for bodily injury or disease to any employee of the insured.~~

~~Sum insured: Minimum €12,700,000~~

~~Insured: The Customer and its contractors and sub-contractors.~~

~~Review: On the Operational Date, and on each third anniversary thereof, to reflect an appropriate sum insured in accordance with Prudent Electricity Utility Practice.~~

~~Jurisdiction: To include Republic of Ireland.~~

Property Damage

~~Cover: All buildings, machinery, stock, fixtures, fittings and all other personal property forming part of the Facility against the risk of physical loss, defect or damage including (but not limited to) those resulting from fire, lightning, explosion, spontaneous combustion, storm, wind, tempest, flood, hurricane, water damage, riot, strikes, malicious damage, earthquake.~~

~~Sum insured: Full reinstatement values.~~

~~Deductible: Gas Turbine \$1.5m.
Steam Turbine/HRSG Transformers \$750,000
All other losses \$250,000~~

~~Insured: The Customer, the Company, its employees, Electricity Supply Board (ESB) and where requested by the Company its agents, contractors and sub-contractors.~~

~~Review: On the Operational Date, and on each anniversary thereof, to reflect an appropriate sum insured in accordance with Prudent Electricity Utility Practice.~~

~~**Machinery Breakdown**~~

~~Cover: All machinery, plant, boilers and ancillary equipment forming part of the Facility against accidental sudden and unforeseen physical loss or damage resulting from mechanical and electrical breakdown or derangement, explosion or collapse of boilers and pressure vessels, electrical short circuits, vibration, misalignment, excessive current or voltage, abnormal stresses, centrifugal forces, failure of protective regulating devices, overheating, entry of foreign bodies, impact, collision and other similar causes.~~

~~Sum insured: Full reinstatement values with a limit of indemnity per event equal to the maximum probable loss (as determined in accordance with Prudent Electricity Utility Practice).~~

~~Deductible: Gas Turbine \$1.5m.
Steam Turbine/HRSG Transformers \$750,000
All other losses \$250,000~~

~~Insured: The Customer, the Company, its employees, Electricity Supply Board (ESB) and where requested by the Company its agents, contractors and sub-contractors.~~

~~Review: On the Operational Date, and on each anniversary thereof, to reflect an appropriate sum insured in accordance with Prudent Electricity Utility Practice.~~

SCHEDULE 7A

Connection Charge Bond to be provided by a Bank or Financial Institution

To: EirGrid plc. [Date]
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

Connection Charge Bond Issued pursuant to the Connection Agreement in the amount of €[]

Under the Connection Agreement for a Facility at [] between EirGrid plc. (the "~~Company-Beneficiary~~") which includes its legal successors and any person to whom the ~~Company-Beneficiary~~ assigns or transfers all its rights and obligations under the Connection Agreement and [] (the "~~Customer-Applicant~~"), which expression includes its legal successors and any person to whom the ~~Customer-Applicant~~ assigns or transfers all its rights and obligations under the Connection Agreement) it was agreed that the ~~Customer-Applicant~~ will procure the issue of a Connection Charge Bond in favour of the ~~Company-Beneficiary~~ in the form of this document.

[] with its registered place of business at [] (the "Issuer") issues this Connection Charge Bond, number -[], and irrevocably and unconditionally agrees as follows:

1. In this Connection Charge Bond (and every Demand), unless the context otherwise requires:

"Authorised Signatory"

means an officer of the ~~Company-Beneficiary~~ having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the ~~BeneficiaryCompany~~ before service of the Demand;

"Demand"

means a written notice of demand served by the ~~BeneficiaryCompany~~ on the Issuer in the form set out in the Appendix to this Connection Charge Bond;

"Expiry Date"

means the later of the date falling six (6) months after the Operational Date or the date that is twelve (12) months after the Scheduled Operational Date Longstop Date;

"UCP Rules"

means the ICC Uniform Customs and Practices for Documentary Credits, 2007 Revisions (UCP 600) and all subsequent revisions thereof unless otherwise stated. Reference to any article is reference to such article in the UCP Rules or, where relevant, the equivalent article in any subsequent revisions of the UCP Rules.

"Specified Amount"

means in relation to any Demand the sum specified in that Demand.

Unless expressly defined in this Connection Charge Bond, words and phrases defined in the Connection Agreement shall have the same meaning in this Connection Charge Bond (and every Demand).

This Connection Charge Bond is subject to the UCP Rules except where otherwise stated.

2. The Issuer irrevocably and unconditionally undertakes ~~agrees~~ that it will, on service of a Demand in paper form at the address specified below at clause 7 (or such other address as may be agreed between the Beneficiary and the Issues) before the Expiry Date, and within three (3) Business Days of service of such Demand, pay to the BeneficiaryCompany the Specified Amount, unless in so doing the aggregate limit set out in paragraph 3 of this Connection Charge Bond would be exceeded, in which case the Issuer shall pay to the BeneficiaryCompany so much of the Specified Amount as may be paid without exceeding such limit.
3. The BeneficiaryCompany may make one or more Demands under this Connection Charge Bond provided that the aggregate amount of all Demands and the aggregate liability of the Issuer under this Connection Charge Bond shall not exceed
€[]:-
4. Any payment under this Connection Charge Bond shall be made without set-off or counterclaim and free from any deduction or withholding in euro in immediately available, fully transferable, cleared funds by transfer to the following account in the Beneficiary'sCompany's name:

Account Name: EirGrid No 2 Account

Account Number: 42890602
Bank Name: Barclays Bank Ireland Plc
Bank Address: 2 Park Place, Hatch Street, Dublin 2
Sort Code: 99-02-12
Swift Code: BARCIE2D
IBAN: IE80BARC99021242890602

~~at Bank Of Ireland, Lower Baggot Street, Dublin 2, Account Number 90 14 90 24887224~~ or in such other manner or to such other account at an Irish financial institution as the BeneficiaryCompany may from time to time notify to the Issuer in writing.

Where any such deduction or withholding is required by law to be made (whether by the Applicant, Issuer or otherwise) the Issuer shall pay in the same manner and at the same time such additional amounts as will result in receipts by the Beneficiary of the amount it would have received had no such reduction or withholding been required.

5. The obligations of the Issuer under this Connection Charge Bond shall cease on the Expiry Date, except:
 - 5.1 in respect of any Demand received by the Issuer prior to the Expiry Date in relation to which the Issuer shall be obliged (subject to the terms of this Connection Charge Bond) to pay to the BeneficiaryCompany the Specified Amount; and
 - 5.2 as provided in paragraph 11 of this Connection Charge Bond;and the provisions of this paragraph shall survive expiration of this Connection Charge Bond accordingly.
6. The liability of the Issuer shall not in any way be affected by:
 - 6.1 any time, indulgence or relief being given to or by the BeneficiaryCompany or the ApplicantCustomer;
 - 6.2 any amendment or extension of or supplement to the Connection Agreement;
 - 6.3 any invalidity in, or irregularity or unenforceability of the obligations of any person under the Connection Agreement; or
 - 6.4 anything done or omitted which but for this provision might constitute a legal or equitable discharge or release of, or defence for, the Issuer.
7. Any notices or notification (including any Demand and the requirement for supporting documents and a supporting statement under Article 4915 paragraphs (a) and (b) of the ~~of the~~ ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 4758 ("ICC URDG Rules") is hereby excluded ~~to the extent it provides otherwise~~) given

under this Connection Charge Bond shall be in writing and shall be served by sending the same by post or leaving the same at:

If to the Issuer: []

Attention: The Company Secretary

If to the Beneficiary Company: EirGrid plc.

The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Attention: The Company Secretary

The Beneficiary and the Issuer ~~Either party to the Connection Charge Bond~~ may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:

7.1 actual receipt; or

7.2 two (2) days after mailing or despatch.

8. This Connection Charge Bond may be amended only by an instrument in writing signed on behalf of the Beneficiary and the Issuer ~~both parties~~.

9. This Connection Charge Bond shall be governed by and construed in accordance with the laws of ~~the Republic of~~ Ireland. ~~The competent Courts shall be the Courts of Ireland.~~

~~This Connection Charge Bond is subject to the ICC Rules (with the exception of Article 20 of the ICC Rules, which is hereby expressly excluded).~~

10. The Beneficiary Company, after receiving written consent of the Issuer and the Applicant (such consent not to be unreasonably withheld), may transfer and assign all its rights and obligations under the this Connection Charge Bond and Article 38 and 39 of the UCP to any person to whom the Company assigns or transfers all its rights and obligations under the Connection Agreement, and Article 4 of the ICC Rules is hereby expressly excluded to the extent that it precludes such an assignment.

11. If this Connection Charge Bond expires during any interruption of business of a kind referred to in Article ~~43-26~~ of the ~~ICCU~~CP Rules, then the Issuer shall remain liable to make payment under this Connection Charge Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the Beneficiary Company that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within two (2) Business Days of

the cessation of any interruption of business referred to in Article ~~13-36~~ of the ~~ICC-UCP~~ Rules (during which this Connection Charge Bond expires) notify the Beneficiary of that cessation. Article 36 of the UCP Rules is hereby amended.~~Company of that cessation.~~

12. All charges and fees arising under the Connection Charge Bond are for the account of the Applicant.

~~13. For the purposes of Article 28 of the ICC Rules, the competent Courts shall be the Courts of the Republic of Ireland.~~

Yours faithfully

[]

Appendix to Schedule 7A - Form Of Demand

FORM OF DEMAND

To: [The Issuer]

[Date]

The Connection Charge Bond number [] dated [] (the "Connection Charge Bond")

We refer to the Connection Charge Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the Connection Charge Bond, we hereby make demand in the sum of EUR [€] and request that you pay the same immediately to [specified account].

For EirGrid plc.

| Dated this [] of [] 200[]

[Authorised signatory]

SCHEDULE 7B

MEC ~~Capacity~~ Bond to be provided by a Bank or Financial Institution

To: EirGrid plc. [Date]
The Oval
160 Shelbourne Road,
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

MEC ~~Capacity~~ Bond Issued pursuant to the Connection Agreement in the amount of €[]

Under the Connection Agreement for a Facility at [] between the EirGrid plc. (the "~~Beneficiary Company~~") which includes its legal successors and any person to whom the ~~Beneficiary Company~~ assigns or transfers all its rights and obligations under the Connection Agreement and [] (the "~~Customer Applicant~~"), which expression includes its legal successors and any person to whom the ~~Customer Applicant~~ assigns or transfers all its rights and obligations under the Connection Agreement it was agreed that the ~~Customer Applicant~~ will procure the issue of a MEC ~~Capacity~~ Bond in favour of the ~~Beneficiary Company~~ in the form of this document.

[] with its registered place of business at [] (the "Issuer") issues this MEC ~~Capacity~~ Bond, number [], and irrevocably and unconditionally agrees as follows:

1. In this MEC ~~Capacity~~ Bond (and every Demand), unless the context otherwise requires:

"Authorised Signatory"

means an officer of the ~~Beneficiary Company~~ having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the ~~Beneficiary Company~~ before service of the Demand;

"Demand"

means a written notice of demand served by the ~~Beneficiary Company~~ on the Issuer in the form set out in the Appendix to this MEC ~~Capacity~~ Bond;

"Expiry Date"

~~means the date falling six (6) months after the Operational Date or twelve (12) months after the Scheduled Operational Date Longstop Date~~ means the date falling one (1) month after the Operational Certificate has issued and Capacity Tests A and B have been achieved as applicable;

"UCP Rules"

means the ICC Uniform Customs and Practices for Documentary Credits, 2007 Revisions (UCP 600) and all subsequent revisions thereof unless otherwise stated. Reference to any article is reference to such article in the UCP Rules or, where relevant, the equivalent article in any subsequent revisions of the UCP Rules.

"Specified Amount"

means in relation to any Demand the sum specified in that Demand.

Unless expressly defined in this MEC ~~Capacity~~ Bond, words and phrases defined in the Connection Agreement shall have the same meaning in this MEC ~~Capacity~~ Bond (and every Demand).

This MEC ~~Capacity~~ Bond is subject to the UCP Rules except where otherwise stated.

2. The Issuer irrevocably and unconditionally ~~undertakes~~ agrees that it will, on service of a Demand in paper form at the address specified below in clause 7 (or such other address as agreed between the Beneficiary and the Issuer) before the Expiry Date, and within three (3) Business Days of service of the Demand pay to the ~~Beneficiary~~ Company the Specified Amount, unless in so doing the aggregate limit set out in paragraph 3 of this MEC ~~Capacity~~ Bond would be exceeded, in which case the Issuer shall pay to the ~~Beneficiary~~ Company so much of the Specified Amount as may be paid without exceeding such limit.
3. The ~~Beneficiary~~ Company may make one or more Demands under this MEC ~~Capacity~~ Bond provided that the aggregate amount of all Demands and the aggregate liability of the Issuer under this MEC ~~Capacity~~ Bond shall not exceed €[].
4. Any payment under this MEC ~~Capacity~~ Bond shall be made without set-off or counterclaim and free from any deduction or withholding in euro in immediately available, fully transferable, cleared funds by transfer to the following ~~an~~ account in the ~~Beneficiary's~~ Company's name;

Account Name: EirGrid No 2 Account

Account Number: 42890602

Bank Name: Barclays Bank Ireland Plc
Bank Address: 2 Park Place, Hatch Street, Dublin 2
Sort Code: 99-02-12
Swift Code: BARCIE2D
IBAN: IE80BARC99021242890602

~~at Bank Of Ireland, Lower Baggot Street, Dublin 2, Account Number 90 14 90 24887224~~ or in such other manner or to such other account at an Irish financial institution as the BeneficiaryCompany may from time to time notify to the Issuer in writing.

Where any such deduction or withholding or is required by law to be made (whether by the Applicant, Issuer or otherwise) the Issuer shall pay in the same manner and at the same time such additional amounts as will result in receipt by the Beneficiary of the amount it would have received had no such deduction or withholding been required.

5. The obligations of the Issuer under this MEC Capacity Bond shall cease on the Expiry Date, except:

5.1 in respect of any Demand received by the Issuer prior to the Expiry Date in relation to which the Issuer shall be obliged (subject to the terms of this MEC Capacity Bond) to pay to the BeneficiaryCompany the Specified Amount; and

5.2 as provided in paragraph 11 of this MEC Capacity Bond;

and the provisions of this paragraph 5 shall survive expiration of this MEC Capacity Bond accordingly.

6. The liability of the Issuer shall not in any way be affected by:

6.1 any time, indulgence or relief being given to or by the BeneficiaryCompany or the CustomerApplicant;

6.2 any amendment or extension of or supplement to the Connection Agreement;

6.3 any invalidity in, or irregularity or unenforceability of the obligations of any person under the Connection Agreement; or

6.4 anything done or omitted which but for this provision might constitute a legal or equitable discharge or release of, or defence for, the Issuer.

7. Any notices or notification (including any Demand) ~~(and Demand and the requirement for supporting documents and a supporting statement under Article 19-15 (a) and (b) of the ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 4758 ("ICC-URDG Rules"))~~ is hereby excluded to the extent it provides otherwise given under this

MEC ~~Capacity~~ Bond shall be in writing and shall be served by sending the same by post or leaving the same at:

If to the Issuer: []

Attention: The Company Secretary

If to the ~~Beneficiary~~Company: EirGrid plc.

The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
~~Republic of~~ Ireland

Attention: The Company Secretary

~~The Beneficiary and the Issuer~~ ~~Either party to the MEC Capacity Bond~~ may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:

~~7.1~~ actual receipt; or

~~7.2~~ two (2) days after mailing or despatch.

8. This MEC ~~Capacity~~ Bond may be amended only by an instrument in writing signed on behalf of ~~the Beneficiary or the Issuer~~both parties.

9. ~~The governing law for the purposes of this is~~ MEC ~~Capacity~~ Bond shall be governed by and construed in accordance with the laws of the Republic of Ireland. ~~The competent Courts shall be the Courts of Ireland.~~
~~This MEC Capacity Bond is subject to the ICC Rules (with the exception of Article 20 of the ICC Rules, which is hereby expressly excluded).~~

10. The ~~Beneficiary~~Company, after receiving written consent of the Issuer and the Applicant (such consent not to be unreasonably withheld), may transfer and assign this MEC Capacity Bond to any person to whom the Company assigns or transfers all its rights and obligations under the ~~Connection Agreement~~MEC ~~Capacity~~ Bond, and Article 438 and 39 of the ~~ICC-UCP~~ Rules is hereby expressly excluded to the extent that it precludes such an assignment.

11. If this MEC ~~Capacity~~ Bond expires during any interruption of business of a kind referred to in Article ~~13-26~~ of the ~~ICC-UCP~~ Rules, then the Issuer shall remain liable to make payment under this MEC ~~Capacity~~ Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the ~~Beneficiary~~Company that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within two (2) Business Days of

| Version 2.00 (Submitted to CER ~~on 18/14 June/December~~ 2013~~0~~)

| the cessation of any interruption of business referred to in Article ~~13-36~~ of the ~~ICC-UCP~~ Rules (during which this MEC ~~Capacity~~ Bond expires) notify the ~~Beneficiary Company~~ of that cessation. Article 36 of the UCP Rules is hereby amended.

| 12. All charges and fees under this MEC ~~Capacity~~ Bond shall be for the account of the Applicant.

| ~~13. For the purposes of Article 28 of the ICC Rules, the competent Courts shall be the Courts of the Republic of Ireland.~~

Yours faithfully

[]

Appendix to Schedule 7B – Form of Demand

To: [The Issuer]

[Date]

| **The MEC Capacity-Bond number [] dated [] (the “MEC Capacity-Bond”)**

| We refer to the MEC Capacity-Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the MEC Capacity-Bond, we hereby make demand in the sum of EUR [€] and request that you pay the same immediately to [specified account].

For EirGrid plc.

| Dated this [] of [] 200[]

[Authorised signatory]

|

SCHEDULE 7C

Decommissioning and Reinstatement Bond to be provided by a Bank or Financial Institution

To: EirGrid plc. _____ [Date]
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

Decommissioning and Reinstatement Bond Issued pursuant to the Connection Agreement in the amount of €[_____]

Under the Connection Agreement for a Facility at [_____] between EirGrid plc. (the "Company") which includes its legal successors and any person to whom the Company assigns or transfers all its rights and obligations under the Connection Agreement and [_____] (the "Customer"), which expression includes its legal successors and any person to whom the Customer assigns or transfers all its rights and obligations under the Connection Agreement it was agreed that the Customer will procure the issue of a Decommissioning and Reinstatement Bond in favour of the Company in the form of this document.

[_____] (the "Issuer") issues this Decommissioning and Reinstatement Bond, number [_____] , and irrevocably and unconditionally agrees as follows:

1. In this Decommissioning and Reinstatement Bond (and every Demand), unless the context otherwise requires:

"**Authorised Signatory**"

means an officer of the Company having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the Company before service of the Demand;

"**Demand**"

means a written notice of demand served by the Company on the Issuer in the form set out in the Appendix to this Decommissioning and Reinstatement Bond;

"**Expiry Date**"

means [_____];

- ~~6.2 any amendment or extension of or supplement to the Connection Agreement;~~
- ~~6.3 any invalidity in, or irregularity or unenforceability of the obligations of any person under the Connection Agreement; or~~
- ~~6.4 anything done or omitted which but for this provision might constitute a legal or equitable discharge or release of, or defence for, the Issuer.~~
- ~~7. Any notices or notification (including any Demand) (and Article 19 of the ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458 ("ICC Rules") is hereby excluded to the extent it provides otherwise) given under this Decommissioning and Reinstatement Bond shall be in writing and shall be served by sending the same by post or leaving the same at:~~
- ~~If to the Issuer: []~~
- ~~Attention: The Company Secretary~~
- ~~If to the Company: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland~~
- ~~Attention: The Company Secretary~~
- ~~Either party to the Decommissioning and Reinstatement Bond may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:~~
- ~~7.1 actual receipt; or~~
- ~~7.2 two (2) days after mailing or despatch.~~
- ~~8. This Decommissioning and Reinstatement Bond may be amended only by an instrument in writing signed on behalf of both parties.~~
- ~~9. This Decommissioning and Reinstatement Bond shall be governed by and construed in accordance with the laws of the Republic of Ireland. This Decommissioning and Reinstatement Bond is subject to the ICC Rules (with the exception of Article 20 of the ICC Rules, which is hereby expressly excluded).~~
- ~~10. The Company may assign this Decommissioning and Reinstatement Bond to any person to whom the Company assigns or transfers all its rights and~~

obligations under the Connection Agreement, and Article 4 of the ICC Rules is hereby expressly excluded to the extent that it precludes such an assignment.

- ~~11. If this Decommissioning and Reinstatement Bond expires during any interruption of business of a kind referred to in Article 13 of the ICC Rules, then the Issuer shall remain liable to make payment under this Decommissioning and Reinstatement Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the Company that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within 2 Business Days of the cessation of any interruption of business referred to in Article 13 of the ICC Rules (during which this Decommissioning and Reinstatement Bond expires) notify the Company of that cessation.~~
- ~~12. For the purposes of Article 28 of the ICC Rules, the competent Courts shall be the Courts of the Republic of Ireland.~~

Yours faithfully

[_____]

Appendix to Schedule 7C—Form of Demand

To: [The Issuer] _____ [Date]

The Decommissioning and Reinstatement Bond number [] dated [] (the "Decommissioning and Reinstatement Bond")

We refer to the Decommissioning and Reinstatement Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the Decommissioning and Reinstatement Bond, we hereby make demand in the sum of €[] [and request that you pay the same immediately to [specified account]].

For EirGrid plc.

Dated this [] of [] 200[]

[Authorised signatory]

SCHEDULE 7C

MIC Capacity-Bond to be provided by a Bank or Financial Institution

To: EirGrid [Date]
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

**MIC Capacity-Bond Issued pursuant to the Connection Agreement
in the amount of €[]**

Under the Connection Agreement for a Facility at [] between EirGrid plc. (the "BeneficiaryCompany") which includes its legal successors and any person to whom the BeneficiaryCompany assigns or transfers all its rights and obligations under the Connection Agreement and [] (the "CustomerApplicant"), which expression includes its legal successors and any person to whom the CustomerApplicant assigns or transfers all its rights and obligations under the Connection Agreement) it was agreed that the CustomerApplicant will procure the issue of a MIC Capacity-Bond in favour of the BeneficiaryCompany in the form of this document.

[] with its registered place of business at []
(the "Issuer") issues this MIC Capacity-Bond, number [], and irrevocably and unconditionally agrees as follows:

1. In this MIC Capacity-Bond (and every Demand), unless the context otherwise requires:

"Authorised Signatory"

means an officer of the BeneficiaryCompany having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the BeneficiaryCompany before service of the Demand;

"Demand"

means a written notice of demand served by the BeneficiaryCompany on the Issuer in the form set out in the Appendix to this MIC Capacity-Bond;

"Expiry Date"

means the date falling two (2) years after the Operational Date;

“UCP Rules”

means the ICC Uniform Customs and Practices for Documentary Credits, 2007 Revisions (UCP 600) and all subsequent revisions thereof unless otherwise stated. Reference to any article is reference to such article in the UCP Rules or, where relevant, the equivalent article in any subsequent revisions of the UCP Rules.

"Specified Amount"

means in relation to any Demand the sum specified in that Demand.

Unless expressly defined in this MIC Capacity-Bond, words and phrases defined in the Connection Agreement shall have the same meaning in this MIC Capacity Bond (and every Demand).

This MIC Capacity-Bond is subject to the UCP Rules except where otherwise stated.

2. The Issuer irrevocably and unconditionally agrees-undertakes that it will, on service of a Demand in paper form at the address specified below at clause 7 (or such other address as may be agreed between the Beneficiary and the Issuer) before the Expiry Date, and within three (3) Business Days of service of the Demand pay to the Company-Beneficiary the Specified Amount, unless in so doing the aggregate limit set out in paragraph 3 of this MIC Capacity-Bond would be exceeded, in which case the Issuer shall pay to the BeneficiaryCompany so much of the Specified Amount as may be paid without exceeding such limit.
3. The BeneficiaryCompany may make one or more Demands under this MIC Capacity-Bond provided that the aggregate amount of all Demands and the aggregate liability of the Issuer under this MIC Capacity-Bond shall not exceed €[].
4. Any payment under this MIC Capacity-Bond shall be made without set-off or counterclaim and free from any deduction or withholding in euro in immediately available, fully transferable, cleared funds by transfer to the following an-account in the Beneficiary's Company's name:

Account Name: EirGrid No 2 Account
Account Number: 42890602
Bank Name: Barclays Bank Ireland Plc
Bank Address: 2 Park Place, Hatch Street, Dublin 2
Sort Code: 99-02-12
Swift Code: BARCIE2D
IBAN: IE80BARC99021242890602

If to the BeneficiaryCompany: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Attention: The Company Secretary

The Beneficiary and the Issuer ~~Either party to the MIC Capacity Bond~~ may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:

7.1 actual receipt; or

7.2 two (2) days after mailing or despatch.

8. This MIC Capacity Bond may be amended only by an instrument in writing signed on behalf of both parties.
9. This MIC Capacity Bond shall be governed by and construed in accordance with the laws of ~~the Republic of Ireland~~. The competent Courts shall be the Courts of Ireland. ~~This MIC Capacity Bond is subject to the ICC Rules (with the exception of Article 20 of the ICC Rules, which is hereby expressly excluded).~~
10. The BeneficiaryCompany, ~~after receiving written consent of the Issuer and the Applicant (such consent not to be unreasonably withheld)~~ may transfer and assign this MIC Capacity Bond to any person to whom the Company assigns or transfers all its rights and obligations under the Connection Agreement MIC Capacity Bond, and Article 438 and 39 of the ICC-UCP Rules is hereby expressly excluded to the extent that it precludes such an assignment.
11. If this MIC Capacity Bond expires during any interruption of business of a kind referred to in Article 13-26 of the ICC-UCP Rules, then the Issuer shall remain liable to make payment under this MIC Capacity Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the BeneficiaryCompany that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within two (2) Business Days of the cessation of any interruption of business referred to in Article 13-36 of the ICC-UCP Rules (during which this MIC Capacity Bond expires) notify the BeneficiaryCompany of that cessation. Article 36 of the UCP Rules is hereby amended.
12. All charges and fees under this MIC Capacity Bond shall be for the account of the Applicant.

| Version 2.00 (Submitted to CER ~~1814 June-December~~ 20130)

| ~~13. For the purposes of Article 28 of the ICC Rules, the competent Courts shall be the Courts of the Republic of Ireland.~~

Yours faithfully

[]

| *Appendix to Schedule 7CD – Form of Demand*

To: [The Issuer]

[Date]

| The MIC Capacity-Bond number [] dated [] (the “MIC Capacity-Bond”)

| We refer to the MIC Capacity-Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the MIC Capacity-Bond, we hereby make demand in the sum of EUR [€] and request that you pay the same immediately to [specified account].

For EirGrid plc.

| Dated this [] of [] 200[]

[Authorised signatory]

SCHEDULE 8
Customer Application Form

SCHEDULE 9

This schedule is left intentionally blank

~~Capacity Certificate~~

~~Letterhead of Generation Unit Manufacturer~~

~~†~~

~~_____ EirGrid plc.
_____ The Oval
160 Shelbourne Road
_____ Ballsbridge
Dublin 4~~

~~Date:~~

~~This is to confirm that [Customer] has entered into a contract for manufacturing and supply from us of [NUMBER] Generation Unit(s) having a maximum export capacity on a continuous basis of [NUMBER] MW. The Generation Unit(s) are scheduled to be delivered to [delivery location] on [scheduled date of delivery]. We have not received notice of cancellation of same.~~

~~Signed for and on behalf of~~

NAME OF MANUFACTURER

Generation Unit(s) Manufacturer

~~{Name:}
{Title:
{Address:
{Telephone Number:}~~

SCHEDULE 10
Construction, Commissioning and Connection

SCHEDULE 11

Interface Undertaking

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking (“Interface Undertaking”) in favour of the Company in relation to the Customer’s connection to the ~~ESB~~-Transmission System;

1. In this Schedule, the following expressions shall have the following meanings:

“Statutory Instrument” means the European Communities (Internal Market in Electricity) Regulations, 2000 (statutory instrument No. 445 of 2000) as amended by statutory instrument No. 328 of 2003 and by statutory instrument No. 60 of 2005;

“Infrastructure Agreement” means the agreement made on 16 March 2006 pursuant to the requirement of Regulation 18 of the Statutory Instrument that ESB and the Company are required to enter into such agreement for the purpose of enabling the transmission system operator to discharge its functions under the Statutory Instrument.

2. The Customer agrees to comply with the technical requirements for connection to the ~~ESB~~-Transmission System set out in the Agreement and to install protection equipment as required by the Company to protect its facility from faults on the ~~ESB~~-Transmission System.
3. The Customer agrees that ESB is permitted to take any steps it is authorised to take by the Statutory Instrument or the Infrastructure Agreement and the Customer agrees not to make any claim against the ESB in connection with such steps except to the extent that such claim would be permitted under the Agreement if the ESB were a party to that Agreement in place of the Company.
4. The Customer agrees to comply with the ESB Safety Rules and procedures and other requirements reasonably specified by the Company and or ESB to ensure the health and safety of persons coming into contact with, or working in close proximity to, assets forming part of the ~~ESB~~-Transmission System and to ensure that all persons under its control or direction working on or in close proximity to the ~~ESB~~-Transmission System are adequately trained in those requirements.
5. The Customer agrees to grant the ESB access to the Customer’s premises and facilities on reasonable notice and subject to the Customer’s own health and safety requirements for the purpose of enabling the Board to fulfil its obligations under the Infrastructure Agreement.
6. The Customer agrees to permit the Company to give the ESB information about the Customer’s connection to the ~~ESB~~-Transmission System reasonably

required by the ESB to fulfil its obligations under the Infrastructure Agreement subject always to the Company's obligations under the Infrastructure Agreement and the Statutory Instrument.

7. Where the Customer has discovered any fault or other unusual circumstance in relation to its connection to the ~~ESB~~-Transmission System, or in relation to the ~~ESB~~-Transmission System more generally, the Customer will notify both the Company and representatives of the ESB (as designated by the Company) as soon as reasonably possible.
8. The Customer agrees to ensure that public liability insurance is procured and maintained by the Customer in accordance with the Agreement extends to damage suffered by the ESB and its officers, employees, agents and contractors.
9. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the ESB or any of its directors, officers, employees, agents or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer's connection to the ~~ESB~~-Transmission System except for any such claim that, had the ESB been a party to the Agreement in place of the Company, it would have been entitled to claim against the ESB under the terms of the Agreement, and then subject to the ESB being entitled to rely on the limitations and exclusions of liability and indemnities available to a party to the Agreement in the position of the Company.
10. The Customer agrees that except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 9 above and paragraph 11 below or to any right of indemnity in the Agreement, not to make any claim against the ESB arising from any act or omission of the ESB or its officers, agents, employees or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:
 2. physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
 3. the liability of the Customer to any other person for loss in respect of physical damage caused directly to the property of such other person; or
 4. the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Agreement; or
 5. negligence or breach of statutory duty on the part of the ESB or of any of its officers, employees, agents, or contractors; or

6. any other matter connected with the Customer's connection to the ~~ESB~~ Transmission System or with the Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Agreement in excess of the Connection Liability Cap.

11. The Customer agrees that except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 9 and 10 above or to any rights of indemnity in the Agreement, not to make any claim against the ~~ESB~~ or its directors, officers, employees, contractors or agents for, and to waive its rights now and for the future in respect of, any:

2. indirect or consequential loss, punitive, special, exemplary or incidental damages;
3. loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
4. loss damage, cost, demand, suit, liability, fine, penalty or expense whether incurred by the Company or any other person in respect of constraints on the transportation of electricity using the ~~ESB~~ Transmission System or entry to or exit from the ~~ESB~~-Transmission System howsoever arising and including whether due to the size of the ~~ESB~~-Transmission System, planned or unplanned outages, faults, unavailability or arising through the operation of any code or contract;
5. loss resulting from the liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 10(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

12. The Company in accordance with the terms of clause 6 of the Infrastructure Agreement is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 11 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of ~~ESB~~ as a owner of the Transmission System is protected.

IN WITNESS WHEREOF the Company and the Customer have caused this Interface Undertaking to be executed on date above first herein written.

Signed for and on behalf of:-

EIRGRID PLC.

Print Company Signatory Name in Block Capitals: _____

Witness: _____

[CUSTOMER DETAILS]

Print Customer Signatory Name in Block Capitals: _____

Witness: _____

SCHEDULE 12

Transfer of Ownership

Comment [SK5]:

Please refer to the TAO tracked changes version of Schedule 12 of the Tx Connection Agreement, published alongside the CER's decision as a separate document, as this is the most up to date tracked changes version of this Schedule.

Annex 1

Minimum Easement and Wayleave Widths

1. Minimum Easement Widths – Overhead Lines

Forestry

MV and 38kV Lines – 20m corridor (10m either side of the line)

110kV Lines – 61m corridor (30.5m either side of the line)

220kV Lines – 68m corridor (34m either side of the line)

400kV Lines – 74m corridor (37m either side of the line)

Within these corridors trees are allowed grow to a maximum height of 3m (as per the ESB/IFA Agreement. However, a 4m maintenance access corridor directly under the line must be left clear at all times to allow ESB access. Any trees which grow above 3m are to be cut or lopped by the landowner at his expense or, if not, by ESB and the cutting costs recovered from the landowner.

Building

Generally building easements are only purchased under 110kV lines and upwards.

The widths can vary but the following minimum widths usually apply:

110kV Lines – 46m corridor (23m either side of the line)

220kV and 400kV Lines – 60m corridor (30m either side of the line)

2. Minimum Wayleave Widths – Underground Cables

10kV/20kV – 2m corridor (1m either side of the cable)

38kV – 4m corridor (2m either side of the cable)

110kV Single Circuit 4m (centred on the trefoil group)

110kV Double Circuit 5m (centred between trefoil groups which are at 500mm centres)

220kV Single Circuit 4m (centred on centre phase)

220kV Double Circuit (this situation doesn't normally arise as these circuits would normally require 4m separation)

Where two circuits are required with 4m separation the wayleave width will be 8m total. This allows for 4m separation between circuits and an additional 2m either side of the circuit to allow for future jointing, maintenance etc. Where three circuits are required the wayleave will be 12m and so on.

Annex 2

Deed A

~~(Acquisition of Overhead Easement by agreement between the Customer and landowner)~~

[Easement for Contestable Line – Overhead Line]

LAND REGISTRY

COUNTY _____ FOLIO _____

DEED dated made the _____ day of _____ 20_____

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number _____ having its registered office at] _____ in the County of _____ (hereinafter called “the Grantor” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns]) of the First Part;
- (2) _____ [of / a company incorporated in the State under register number _____ having its registered office at] _____ in the County of _____ (hereinafter called “the Grantee” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns] of the Second Part; and
- (3) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called “the Board” which expression shall where the context so admits or requires include its successors and assigns) of the Third Part.

RECITALS:-

- A. _____ The Grantor [is/are] the registered owner of the lands comprised in Folio _____ of the Register of Freeholders of the County of _____ (hereinafter called “the Lands”).
- B. _____ In the Electricity (Supply) Act, 1927 as amended (hereinafter called “the Act of 1927”) and in these presents the expression “electric line” wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- C. _____ Under and by virtue of Section 53 of the Act of 1927 the Board and any

authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.

- D. The Grantee [intends to place / has placed] a kV electric line (hereinafter called "the Line") on the Lands as shown with a line on the map annexed hereto.
- E. The Grantee is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999 and is entitled under the aforesaid Section 49 to apply for consent of the Commission for Energy Regulation to exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927.
- F. [To avoid the necessity of exercising the Section 53 procedure the Grantor, in consideration of the payment by the Grantee to the Grantor of the sum of euro (€), has agreed with the Grantee to grant the wayleave hereinafter described to Grantee [to the intent that such wayleave shall correspond with the powers exercisable by the Grantee or the Board under the aforesaid Section 53 and may be freely assigned and transferred (including without limitation to the Board) [along with ownership of the Line]].
- G. The Grantor, the Grantee and the Board have entered into these presents to the intent that the same shall be in full and final settlement of any and all claims (including for the avoidance of doubt any compensation claim under the aforesaid Section 53 of the Act of 1927) that the Grantor may have against the Grantee or the Board or either of them arising out of or in connection with the erection of the line.

NOW THIS DEED WITNESSES as follows:-

1. In pursuance of the said Agreement and in consideration of the sum of euro (€) now paid by the Grantee to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor the registered owner of the Lands as beneficial owner HEREBY GRANTS to the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] all that and those the rights liberties and licence specified in the First Schedule hereto in over and upon the Lands to hold the same unto the Grantee in fee simple [and the Grantor hereby acknowledges that the said rights liberties and licence shall enure for the benefit of the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] and may be freely assigned (including without limitation to the Board) [along with ownership of the Line].

2. [Insert **one** of the following two Covenant clauses, as applicable:-]

[For a standard overhead line not affected by a forestry plantation, insert the following:]

2. The Grantor hereby covenants with the Grantee, to the intent that such covenant shall bind and run with the Lands and any part thereof, not to permit any tree, shrub or hedge grow and not to erect any building structure or erection or to place

any concrete or similar surface or foundation or to carry out any excavation or development under, or on, or within a distance of _____ metres on either side of the straight line joining the centres of the bases of any two consecutive posts pillars or other erections nor within a distance of _____ metres on either side of the centre of any installation placed on the lands in exercise of the right granted as aforesaid nor under or on any part of the lands hatched in blue on the map annexed hereto and the Grantor hereby acknowledges that the benefit of this covenant may be freely assigned by the Grantee (including without limitation to the Board) [along with ownership of the Line] and the Grantor further acknowledges that the restriction aforesaid on [his/her/its] rights in respect of the Lands is a necessary incident of and is essential to the exercise of the rights granted pursuant to paragraph 1 above.

[OR]

[when dealing with an overhead line going through a forestry plantation, insert the following:]

2 The Grantor hereby consents with the Grantee, to the intent that such covenant shall bind and run with the Lands and any part thereof;-

2.1 [If the line is a 10kV, 20kV or 38kV line, use the following clause 2.1:]

2.1 Not to permit any tree, shrub or hedge to grow within a distance of two metres on either side of the straight line joining the centres of the bases any two consecutive posts pillars or other erections nor within a distance of two metres on either side of the centre of any installation placed on the lands in exercise of the right granted as aforesaid.

[or]

2.1 [If the line is a 110kV, 220kV or 400kV line, use the following clause 2.1:]

2.1 Not to permit any tree, shrub or hedge to grow within a distance of four metres to one side of the supporting line structures placed on the lands in exercise of the right granted as aforesaid.

2.2 Subject as above not to permit any tree, shrub or hedge to grow more than three metres in height or to obstruct the Grantee's right of entry on the lands within a distance of _____ metres on either side of the straight line joining the centres of the bases of any tow consecutive posts pillars or other erections nor within a distance of _____ metres on either side of the centre of any installation placed on the lands in exercise of the right granted as aforesaid nor under or on any part of the lands hatched in blue on the map annexed hereto.

2.3 In the event of any tree, shrub or hedge growing in breach of the foregoing covenant the Grantor at the request of the Grantee shall cut or lop the tree shrub or hedge at the Grantor's own expense.

2.4 In default of the Grantor cutting or lopping a tree shrub or hedge when

requested to do by the Grantee or in the event of an emergency the Grantee shall be entitled to cut or lop the tree shrub or hedge growing in breach of the foregoing covenant and to recover the costs of so doing from the Grantor.

2.5 The Grantor hereby acknowledges that the benefit of this covenant may be freely assigned by the Grantee (including without limitations to the Board) [along with ownership of the Line] and the Grantor further acknowledges that the restriction aforesaid on [his/her/its] rights in respect of the Lands is a necessary incident of and is essential to the exercise of the rights granted pursuant to paragraph 1 above.

3 The Grantor hereby agrees that the payment of the sum referred to in paragraph 1 above is in full and final settlement of all claims against the Grantee and the Board and either of them (including without limitation any compensation claim under Section 53 of the Act of 1927) in respect of the placing of the Line and all associated posts pillars pylons steel masts wooden structures and other equipment and installations and other things.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

FIRST SCHEDULE

RIGHTS AND PRIVILEGES HEREBY GRANTED BY THE GRANTOR TO THE GRANTEE

- (a) Full and free right liberty and licence for the Grantee its servants agents contractors and workmen to place erect and lay and forever to retain the Line [together with all associated posts pillars pylons steel masts wooden structures and other equipment and installations to carry wires cables or other things necessary for the transmission of electricity in over or under the strip of Land more particularly described in the Second Schedule.
- (b) Full and free right liberty and licence for the Grantee its servants agents contractors and workmen to enter upon the Lands at all times with or without vehicles and all necessary equipment plant and apparatus for the purpose of inspecting repairing renewing replacing and maintaining the Line and including any wires cables and other things now or to be so erected or installed to enter upon the said portion of the Lands hatched in blue on the said map in pursuance of

the rights granted by these presents doing thereby as little damage as possible and making compensation for any damage thereby caused but not being responsible for any temporary inconvenience caused by any such work.

(c) Full and free right liberty and licence for the Grantee its servants agents contractors and workmen to enter upon the Lands at all times with or without vehicles and all necessary equipment plant and apparatus to open the ground within that portion of the Lands described in paragraph (a) of this First Schedule for such purposes as may be required and reinstating the same to the reasonable satisfaction of the Grantor.

SECOND SCHEDULE

STRIP OF THE LANDS IN RESPECT OF WHICH RIGHTS OF THE GRANTOR ARE RESTRICTED

All that and those part of the Lands as shown on the map annexed hereto and thereon hatched in blue

SIGNED AND DELIVERED
by the said GRANTOR
in the presence of:-

SIGNED AND DELIVERED
by the said GRANTEE
in the presence of:-

PRESENT when the Common Seal of
the ELECTRICITY SUPPLY BOARD
was affixed hereto:-

Deed B

~~Acquisition of underground cable wayleave by agreement between the Customer and landowner~~

[Wayleave for Contestable Line – Subterranean Cables]

LAND REGISTRY

COUNTY _____ FOLIO _____

DEED dated the _____ day of _____ 20____

BETWEEN

- (1) [of / a company incorporated in the State under register number _____ having its registered office at] _____ in the County of _____ (hereinafter called “the Grantor” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns]) of the First Part;
- (2) [of / a company incorporated in the State under register number _____ having its registered office at] _____ in the County of _____ (hereinafter called “the Grantee” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns] of the Second Part; and
- (3) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called “the Board” which expression shall where the context so admits or requires include its successors and assigns) of the Third Part.

RECITALS:-

- A. The Grantor [is/are] the registered owner of the lands comprised in Folio _____ of the Register of Freeholders of the County of _____ (hereinafter called “the Lands”).
- B. In the Electricity (Supply) Act, 1927 as amended (hereinafter called “the Act of 1927”) and in these presents the expression “electric line” wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- C. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground

across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.

D. The Grantee [intends to place / has placed] a _____ kV electric line (hereinafter called "the Line") on the Lands as shown with a _____ line on the map annexed hereto.

E. The Grantee is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999 and is entitled under the aforesaid Section 49 to apply for consent of the Commission for Energy Regulation to exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927.

F. To avoid the necessity of exercising the Section 53 procedure the Grantor, in consideration of the payment by the Grantee to the Grantor of the sum of _____ euro (€ _____), has agreed with the Grantee to grant the wayleave hereinafter described to Grantee [to the intent that such wayleave shall correspond with the powers exercisable by the Grantee or the Board under the aforesaid Section 53 and may be freely assigned and transferred (including without limitation to the Board) [along with ownership of the Line].

G. The Grantor, the Grantee and the Board have entered into these presents to the intent that the same shall be in full and final settlement of any and all claims (including for the avoidance of doubt any compensation claim under the aforesaid Section 53 of the Act of 1927) that the Grantor may have against the Grantee or the Board or either of them arising out of or in connection with the erection of the line.

NOW THIS DEED WITNESSES as follows:-

4 In pursuance of the said Agreement and in consideration of the sum of _____ euro (€ _____) now paid by the Grantee to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor the registered owner of the Lands as beneficial owner HEREBY GRANTS to the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] all that and those the rights liberties and licence specified in the First Schedule hereto in over and upon the Lands to hold the same unto the Grantee in fee simple [and the Grantor hereby acknowledges that the said rights liberties and licence shall enure for the benefit of the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] and may be freely assigned (including without limitation to the Board) [along with ownership of the Line].

5 The Grantor hereby covenants with the Grantee, to the intent that such covenant shall bind and run with the Lands and any part thereof, not to erect any building structure or erection or to place any concrete or similar surface or foundation or to carry out any excavation or development under or on that portion of the Lands more particularly described in the Second Schedule hereto and the Grantor hereby acknowledges that the benefit of this covenant may be freely assigned by the Grantee (including without limitation to the Board) [along with ownership of the Line] and the Grantor further acknowledges that the restriction aforesaid on [his/her/its] rights in respect of the Lands is a necessary incident of and is essential to the

exercise of the rights granted pursuant to paragraph 1 above.

6 The Grantor hereby assents to the registration of the rights hereby created as burdens on the said Folio of the Register County .

7 The Grantor hereby agrees that the payment of the sum referred to in paragraph 1 above is in full and final settlement of all claims against the Grantee and the Board and either of them (including without limitation any compensation claim under Section 53 of the Act of 1927) in respect of the placing of the Line and all associated posts pillars pylons steel masts wooden structures and other equipment and installations and other things.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999 does not apply to this instrument as it does not effect a sale or lease of land.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

FIRST SCHEDULE

RIGHTS AND PRIVILEGES HEREBY GRANTED BY THE GRANTOR TO THE GRANTEE

1 The right of laying cables, and forever keeping same laid and maintained, below the surface of that part of the Lands comprising a strip metre(s) wide as more particularly described in the Second Schedule hereto.

2. Full right and liberty for the Grantee its agents and/or contractors, including the Customer, with or without plant and apparatus to enter upon the said Lands and open the ground, for the purpose of

2.1 laying such cables, connections and fittings for carrying same through and under the Lands, and

2.2 from time to time as may be necessary and without notice in the case of emergency, for the purpose of inspecting, repairing, maintaining, relaying and renewing the said cables, connections and fittings and so forth,

and reinstating the same to the reasonable satisfaction of the Grantor and not being responsible for any temporary inconvenience caused by any such work.

SECOND SCHEDULE

STRIP OF THE LANDS IN RESPECT OF WHICH RIGHTS OF THE GRANTOR
ARE RESTRICTED

All that and those the Lands comprising a strip _____metre(s) wide shown on the map
hereto annexed and thereon marked "A - B" and coloured in blue

SIGNED AND DELIVERED
by the said GRANTOR
in the presence of:-

SIGNED AND DELIVERED
by the said GRANTEE
in the presence of:-

PRESENT when the Common Seal of
the ELECTRICITY SUPPLY BOARD
was affixed hereto:-

Annex 3

Deed C

[Deed of Transfer from the Customer to ESB of Contestable Line with Easement /
Wayleave created by Deed of Grant A or B]

LAND REGISTRY

COUNTY _____ FOLIO _____

DEED dated the _____ day of _____ 20____

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number _____ having its registered office at] _____ in the County of _____ (hereinafter called "the Assignor" which expression shall where the context so admits or requires include his/her/its executors administrators heirs and assigns / successors and assigns) of the First Part; and
- (2) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called "the Board" which expression shall where the context so admits or requires include its successors and assigns) of the Second Part.

RECITALS:-

- A. In the Electricity (Supply) Act, 1927 as amended (hereinafter called "the Act of 1927") and in these presents the expression "electric line" wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- B. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.
- C. The Assignor is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999, and is entitled to apply for the consent of the Commission for Energy Regulation to exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927.

- D. To avoid the necessity of exercising the Section 53 procedure a deed of grant dated _____ was entered into between _____ (hereinafter called “the Owner”) of the first part, the Assignor of the second part and the Board of the third part, the Owner, the registered owner of the Lands, for the valuable consideration therein recited and granted unto the Assignor full and free right liberty and licence for the Assignor to place and retain an electric line in under or over the portion of the Lands therein specified and for the purpose of inspecting repairing renewing replacing and maintaining the same to enter upon the Lands doing thereby as little damage as possible and to open the ground within the portion of the Lands aforesaid (hereinafter called “the Wayleave”), to the intent that the Wayleave should correspond with the powers exercisable by the Assignor under the aforesaid Section 53 of the Act of 1927 and further to the intent that the Wayleave should be freely assignable by the Assignor (including without limitation to the Board).
- E. The Assignor has placed an electric line over the lands comprised in Folio _____ of the Register of Freeholders of the County of _____ (hereinafter called “the Lands”).
- F. By the deed of grant dated [date] aforesaid, the Owner as registered owner of the Lands covenanted (hereinafter called “the Covenant”) to keep with the strip of land described in the Second Schedule hereto and thereto free from growth, erections or development and said Covenant is more particularly described in the aforesaid deed of grant. It was agreed that the Covenant should bind and run with the Lands and any part thereof, to the intent and the Owner thereby acknowledging that the benefit of the Covenant should be freely assignable by the Assignor (including without limitation to the Board) and the Owner further acknowledging that the Covenant was and is a necessary incidents of and was and is essential to the exercise of the rights comprised in the Wayleave.
- G. The Assignor placed an electric line on over or under the Lands as shown with a _____ line on the map annexed hereto [together with associated posts pillars pylons steel masts wooden structures and other equipment and installations to carry wires cables or other things necessary for the transmission of electricity] (hereinafter called “the Line”).
- H. The Wayleave and the Covenant were registered as [a burden / burdens] on the said Folio _____ of the Register of Freeholders of the County of _____ and the Assignor is the registered owner of the said burden[s].
- I. The Assignor has agreed with the Board for and the Commission has authorised the transfer and assignment by the Assignor to the Board of the Line together with the Wayleave and the benefit of the Covenant on the terms hereinafter appearing.

NOW THIS DEED WITNESSES as follows:-

In pursuance of the said Agreement and in consideration of the sum of _____ euro (€ _____) now paid by the Board to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor, as beneficial owner, HEREBY TRANSFERS to the

Board the Line and further as registered owner and as beneficial owner TRANSFERS ASSIGNS GRANTS AND CONVEYS unto the Board its successors and assigns all its full right title interest privilege and licence of whatever kind in over and in respect of the Lands and including the Wayleave together with the benefit of the Covenant.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument as it does not effect a sale or lease of land.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

FIRST SCHEDULE

RIGHTS AND PRIVILEGES HEREBY GRANTED BY THE GRANTOR TO THE GRANTEE

[As per schedule attached to Deed A for overhead easement or Deed b for underground cable

SECOND SCHEDULE

STRIP OF THE LANDS IN RESPECT OF WHICH RIGHTS OF THE GRANTOR ARE RESTRICTED

As per second schedule of Deed A or B as appropriate.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED AND DELIVERED
by the said ASSIGNOR
in the presence of:-

PRESENT when the Common Seal of
the ELECTRICITY SUPPLY BOARD
was affixed hereto:-

Annex 4

Deed D

**[Deed of Transfer from the Customer to ESB of Contestable Line and Wayleave
acquired by section 53 Notice]**

LAND REGISTRY

COUNTY _____ FOLIO _____

DEED dated made the _____ day of _____ 20

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number _____ having its registered office at] _____ in the County of _____ (hereinafter called "the Assignor" which expression shall where the context so admits or requires include his/her/its executors administrators heirs and assigns / successors and assigns) of the First Part; and
- (2) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called "the Board" which expression shall where the context so admits or requires include its successors and assigns) of the Second Part.

RECTALS:-

- A. In the Electricity (Supply) Act, 1927 as amended (hereinafter called "the Act of 1927") and in these presents the expression "electric line" wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- B. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.
- C. The Assignor is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999 and by virtue of the consent of the Commission for Energy Regulation (hereinafter called "the Commission") given under the aforesaid Section 49 the Assignor became authorised to

exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927.

D. The Assignor was authorised to place an electric line over the lands comprised in Folio _____ of the Register of Freeholders of the County of _____ (hereinafter called “the Lands”).

E. In the exercise by the Assignor of the powers conferred upon it under the aforesaid Section 53, by notice dated _____ the Assignor became entitled to place an electric line on, over or under the Lands and to enter upon the Lands for the purposes contemplated by the aforesaid Section 53 and thereby acquired rights in respect of the Lands which are referred to hereinafter as “the Wayleave”.

F. In the exercise of the powers aforesaid and pursuant to the Wayleave the Assignor placed an electric line on over or under the Lands as shown with a _____ line on the map annexed hereto [together with associated posts pillars pylons steel masts wooden structures and other equipment and installations to carry wires cables or other things necessary for the transmission of electricity more particularly described in the Schedule hereto] (hereinafter called “the Line”).

G. [The Wayleave was registered as [a burden / burdens] on the said Folio _____ of the Register of Freeholders of the County of _____ and the Assignor is the registered owner of the said burden[s].]

H. The Assignor has agreed with the Board for and the Commission has authorised the transfer and assignment by the Assignor to the Board of the Line together with the Wayleave on the terms hereinafter appearing.

NOW THIS DEED WITNESSES as follows:-

In pursuance of the said Agreement and in consideration of the sum of _____ euro (€ _____) now paid by the Board to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor, as beneficial owner, HEREBY TRANSFERS to the Board the Line and further as registered owner and as beneficial owner TRANSFERS ASSIGNS GRANTS AND CONVEYS unto the Board its successors and assigns all its full right title interest privilege and licence of whatever kind in over and in respect of the Lands and including the Wayleave.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument as it does not effect a sale or lease of land.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED AND DELIVERED
by the said ASSIGNOR
in the presence of:-

PRESENT when the Common Seal of
the ELECTRICITY SUPPLY BOARD
was affixed hereto:-

ANNEX 5

Comment [o6]: Annex 5 was omitted in error from the public consultation document so is now being included.

STANDARD TEMPLATE DEED

LAND REGISTRY

COUNTY **FOLIO** **(PART)**

TRANSFER dated the day of 20

of [a Limited Liability Company having its registered office at in the County of (hereinafter called "the Vendor") the registered owner in consideration of the sum of (€) (the receipt of which is hereby acknowledged), as beneficial owner, hereby **TRANSFERS** the property described in the First Schedule hereto (hereinafter called "the Scheduled Property") being part of the property described in Folio of the Register County **TOGETHER WITH** the easements rights and privileges specified in the Second Schedule hereto to the **ELECTRICITY SUPPLY BOARD** (hereinafter called "the Purchaser") in fee simple.

THE VENDOR HEREBY ASSENTS to the registration of the easements rights and privileges specified in the Second Schedule hereto as burdens on the property described in Folio , County .

The address of the Purchaser in the State for the service of notices and its description are:-

27, Lower Fitzwilliam Street, City of Dublin, Statutory Corporation.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000.

FIRST SCHEDULE

ALL THAT AND THOSE part of the lands of , Barony of , in the County of containing square metres or thereabouts metric measure being part of the property comprised in Folio of the Register County , as more particularly delineated in red on the map annexed hereto.

SECOND SCHEDULE

Full right and liberty for the Purchaser, its successors and assigns, the owners of the property hereby transferred, and its and their servants, agents, invitees and licensees:

1. At all times and for all purposes on foot or with vehicles to go pass and repass over and along a passageway [coloured yellow on the map attached hereto **OR** of ten feet minimum width from the Scheduled Property to the public roadway (delete as appropriate)].

2. To have all the necessary facilities to lay, relay, maintain and keep in repair and to have access to the underground cables, ducts and overhead lines now or at any time from the date hereof leading to and from the Scheduled Property making good any damage caused.

[If no right of way required delete above and insert only the following in the Second Schedule:

Full right and liberty for the Purchaser, its successors and assigns, the owners of the property hereby transferred, and its and their servants, agents, invitees and licensees to have all the necessary facilities to lay, relay, maintain and keep in repair and to have access to the underground cables, ducts and overhead lines now or at any time from the date hereof leading to and from the Scheduled Property making good any damage caused.]

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the day and year first herein written.

13 SIGNED AND DELIVERED

by the **VENDOR**
in the presence of :-

or
PRESENT when the Common Seal of
the **VENDOR**
was affixed hereto:-

PRESENT when the Common Seal of
the **PURCHASER**
was affixed hereto:-

SCHEDULE 13

Interface Undertaking

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking ("Interface Undertaking") in favour of the Company in relation to the Customer's connection to the Transmission System:

1. The Customer agrees to comply with the technical requirements for connection to the Transmission System set out in the Connection Agreement and to install protection equipment as required by the Company to protect its facility from faults on the Distribution System.
2. The Customer agrees that DSO is permitted to take any steps it is authorised to take under law, including, without limitation, by its' licence or the Distribution Code and the Customer agrees not to make any claims against DSO in connection with such steps.
3. The Customer agrees to permit the Company to give DSO information about the Customer's connection to the Transmission System reasonably required by DSO to fulfill its obligations under its licence and the Distribution Code.
4. In the event that the Customer is unable to notify the Company, the Customer hereby consents to the Company notifying DSO promptly of any fault or other unusual circumstance that it discovers in relation to the Distribution System in connection with the Company's connection.
5. The Customer shall ensure that the public liability insurance procured and maintained by it in accordance with its Connection Agreement with the Company extends to damage suffered by DSO and its officers, employees, agents and contractors.
6. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the DSO or any of its directors, officers, employees, agents, distribution connected customers or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer's connection to the Transmission System or the DSO's operation of the Distribution System except for any such claim that it is entitled to make against the DSO as set out in paragraph 7 below and subject always to paragraph 8 below.

7. The Customer agrees that, except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 6 above and paragraph 8 below or to any right of indemnity in the Connection Agreement, not to make any claim against DSO arising from any act or omission of DSO or its officers, agents, employees, distribution connected customers or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:

- a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
- b) the liability of the Customer to any other person for loss in respect of physical damage cause directly to the property of such other person; or
- c) the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Connection Agreement; or
- d) negligence or breach of statutory duty on the part of or of any of its officers, employees, agents, or contractors; or
- e) any other matter connected with the Customer's connection to the Transmission System and/or related to the operation by the DSO of the Distribution System or with the Connection Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Connection Agreement in excess of the Connection Liability Cap.

8. The Customer agrees that, except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 6 and 7 above to any rights of indemnity in the Agreement, not to make any claim against DSO or its directors, officers, employees, contractors, distribution connected customers or agents for, and to waive its rights now and for the future in respect of, any:

- a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
- b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
- c) loss resulting from liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 7(b) above.

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

IN WITNESS WHEREOF the Company and the Customer have caused this Interface Undertaking to be executed on date above first herein written.

Signed for and on behalf of EirGrid plc:-

EIRGRID PLC

Print Company Signatory Name in Block Capitals:

Witness:

[CUSTOMER DETAILS]

Print Customer Signatory Name in Block Capitals:

Witness: