

DATED

2018

(1) NATIONAL GRID GAS PLC

AND

(2) [NAME OF NETWORK] GAS NETWORKS LIMITED

SECOND AMENDMENT AND RESTATEMENT DEED RELATING TO THE SUPPLEMENTAL
AGREEMENT FOR [OFFTAKE NAME] ORIGINALLY DATED 1 MAY2005

THIS AMENDMENT AND RESTATEMENT DEED (THE “DEED”) IS DATED _____

Between

1. NATIONAL GRID GAS PLC a company registered in England under registered number 02006000 and whose registered office is at 1-3 Strand, London WC2N 5EH (“**National Grid**”); and
2. [NAME OF NETWORK] GAS NETWORKS LIMITED a company incorporated in England and Wales with company registration number [xxxxxxx] and whose registered office is at [ADDRESS] (“**DNO**”).

Recitals

- A** National Grid and the DNO are party to a supplemental agreement originally dated 1 May 2015 in relation to an offtake known as [xxxxx] and located at [xxxxx]. (“**Offtake**”) (“**Original Agreement**”).
- B** The DNO is the operator of the Local Distribution Zone known as [XXXXXXXX] LDZ which connects to the National Transmission System at the Offtake.
- C** On [DATE] National Grid and the DNO entered into an Amendment & Restatement Deed (the First Amendment”). The Original Agreement as amended by the First Amendment is referred to herein as the “Agreement”.
- D** National Grid and the DNO have agreed to further amend and restate the Agreement.

It is agreed:

1 Definitions

In this Deed, unless the context otherwise requires:

“**Agreement**” has the meaning given to that term in Recital A.

“**First Amendment**” has the meaning given to that term in Recital A;

“**Local Distribution Zone**” has the meaning given to it in the UNC;

“**National Transmission System**” has the meaning given to it in the UNC;

“**Offtake**” has the meaning given to that term in Recital A;

“**Original Agreement**” has the meaning given to that term in Recital A;

“**Party**” means a party to this Deed; and

“**UNC**” means the Uniform Network Code prepared pursuant to Standard Special Condition A11(6) of Gas Transporter's Licences, as from time to time modified.

2 Amendments to the Original Agreement

National Grid and the DNO consent to and agree that, with effect from the date of this Deed the Agreement shall be amended and restated so as to take effect in the form set out in Schedule 1 to this Deed.

3 Continued effect

National Grid and the DNO agree that the terms and conditions of the Agreement, as amended and restated by this Deed, shall remain in full force and effect.

4 Rights of Third Parties

The Parties do not intend that any term of this Deed shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed.

5 Governing law

This Deed and the documents to be entered into pursuant to it and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

6 Jurisdiction

- 6.1 The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed and that accordingly any proceedings arising out of or in connection with this Deed and the documents entered into pursuant to it shall be brought in such courts.
- 6.2 Each Party agrees to waive any objection to the English courts, whether on the grounds of venue or that the forum is not appropriate.

7 Counterparts

The Parties may execute this Deed in any number of counterparts, each of which is an original. A set of counterparts, executed by all the Parties, together forms one and the same instrument.

[remainder of page intentionally left blank]

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

The Common Seal of
NATIONAL GRID GAS PLC
was hereto affixed in the presence of:

Authorised Signatory
Member of the Board Sealing Committee

EXECUTED as a DEED by of
[NAME] **GAS NETWORKS**
LIMITED in the presence of:

Director

Director/Secretary

DRAFT

SCHEDULE 1

SECOND AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT (OFFTAKE NAME)

**REPLACING THE SUPPLEMENTAL AGREEMENT FOR [OFFTAKE NAME] (AS AMENDED)
DATED 23rd APRIL2018**

DRAFT

NTS/LDZ OFFTAKE

[OFFTAKE NAME]

SUPPLEMENTAL AGREEMENT

DRAFT

THIS AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT is made on 01 May 2005
as amended and restated on 23rd April 2018 and subsequently on _____ between:

Note: Supplemental Agreement to be attached.

DRAFT
