

Dated **day of** **20[●]**

GAS NETWORKS IRELAND

and

[]

PRODUCER SERVICES AGREEMENT

GNI001/491/4298099

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THIS PRODUCER SERVICES AGREEMENT is made the day of 202[●]

BETWEEN:

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

BACKGROUND:

- A. GNI owns and is responsible for the operation, maintenance and development of the Transportation System, in its role as the Transporter.
- B. GNI will also own and administer the CGI Amenities at the CGI Site as identified in SCHEDULE 1 in its role as the CGI Administrator.
- C. GNI has published the CSA between the Transporter and the CGI Administrator.
- D. The Producer is or will be producing RNG. The Producer is seeking to have its RNG Decanted (for onward delivery by Shippers to the Transportation System at the CGI Entry Point).
- E. The purpose of this Agreement is for the Parties to agree specific requirements in respect of the transport of RNG to and within the CGI Site, Decanting, the quality of such RNG, the commercial terms relating to the payment obligations of the Producer for accessing the CGI Amenities and availing itself of the CGI Facility and the undertaking of the CGI Services.
- F. The CGI Facility will be constructed on a phased basis and therefore the CGI Facility may become Operational and GNI may commence undertaking of the CGI Services in accordance with this Agreement prior to all Works being fully complete.

NOW IT IS HEREBY AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement including the Background:

"Accredited Laboratory" has the meaning given in SCHEDULE 5;

"Affiliate" means any company or non-corporate entity that controls, is controlled by, or is under common control with a Party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than fifty percent

	(50%) of the voting rights of the other company or entity;
"Aggregate Attributable Net Revenue"	has the meaning given in Clause 19.3.7;
"Aggregate Attributable Revenue"	has the meaning given in Clause 19.3.6;
"Aggregate Delivered Quantity"	means for any specified period, the aggregate of the Delivered Quantity for each Day in that period;
"Aggregate Discounted Net Revenue"	has the meaning given in SCHEDULE 3;
"Aggregate Revenue Requirement"	has the meaning given in Clause 19.3.4;
"Agreement Date"	means the date of execution of this Agreement;
"Agreement"	means this agreement between the Parties including the Schedules appended hereto;
"Approved Credit Rating"	has the meaning given in the Financial Security Policy from time to time;
"Attributable Revenue"	has the meaning given in Clause 19.3.5;
"Attributable Tariff"	means the applicable tariff payable under the Code of Operations in respect of Entry Capacity, Exit Capacity and/or Supply Point Capacity, including (in each case) the relevant Capacity Charges and Commodity Charges;
"Booking Confirmation"	has the meaning given in Clause 9.1;
"Business Day"	means Monday to Friday (inclusive) excluding public and bank holidays and days on which banks close for business in Ireland;
"Capital Recovery Amount"	means the Estimated Capital Recovery Amount or Final Capital Recovery Amount, as applicable;
"Capital Recovery Period"	means a period commencing on the Commercial Operations Date (or such other date as may be

agreed between the Parties, acting reasonably) and ending on the earlier of:

- (a) fifteen (15) years commencing on the Commercial Operations Date; or
- (b) the date that GNI confirms that the Final Capital Recovery Amount has been recovered in full;

"CGI Administrator"

has the meaning given in the Code of Operations;

"CGI Amenities"

means the property and facilities at the CGI Site (excluding the CGI Facility) adjacent to and upstream of the Connected System Point, which may be accessed by the Producer in accordance with this Agreement;

"CGI Capacity Limit"

has the meaning given in the Code of Operations;

"CGI Entry Point"

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

"CGI Facility"

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

"CGI Gas Point"

means the notional point at a CGI Entry Point specific to the Producer, established by the Transporter in accordance with the Code of Operations, at which all Decanted RNG will be deemed to enter the Transportation System;

"CGI Metering"

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

"CGI Operating Cost"

means the operational expenditure incurred or to be incurred by GNI in a specified period in connection

with owning and operating the CGI Facility, CGI Amenities, CGI Site and performing the CGI Services.

Development and Construction Costs shall not be included as part of the CGI Operating Cost;

"CGI Services"

means the services to be undertaken by GNI at the CGI Amenities to facilitate Decanting including inter alia, the permitting and administering of access by the Producer to the CGI Site for the purpose of Decanting and ensuring compliance by parties (including by the Producer) with the relevant obligations of the CGI Administrator as outlined in the applicable CSA.

The transportation of RNG on the Transportation System shall not form part of the CGI Services;

"CGI Site"

means the premises identified as such in SCHEDULE 1, as depicted on the Site Plan;

"Code of Operations"

means the GNI code of practice for the operation of the Transportation System published pursuant to the provisions of Section 13(1) of the Gas (Interim) (Regulation) Act 2002 and approved by the Commission;

"Commercial Operations Date"

means the date notified by GNI to the Producer in accordance with Clause 3.10;

"Commission"

means the Commission for Regulation of Utilities established pursuant to Section 8 of the Electricity Regulation Act 1999 or any successor body or authority;

"Commissioning"

means the activities to be carried out in respect of each part of the CGI Facility to be constructed as part of the Works to facilitate such part becoming Operational, to the satisfaction of GNI, including (without limitation) leak testing, gassing-up and pressurising, and the term **"Commissioned"** shall be construed accordingly;

"Committed Gas Flow"

means the minimum aggregate quantity of RNG, expressed in kWh, to be Decanted in each Recovery Year, as set out in or otherwise notified to the Producer by GNI in accordance with SCHEDULE 3;

"Competent Authority"

means the Department, the Commission, the EPA or any local, national or supra-national agency,

	authority, department, inspectorate, official, court, tribunal, or public or statutory person (whether autonomous or not) of the European Union (including the European Parliament and Council and any Member State of the European Union) which has jurisdiction where relevant over the Parties, the CGI Facility, the Transportation System or that part of the South North Pipeline located in the Republic of Ireland;
"Compression Facilities"	means the equipment and apparatus installed or to be installed from time to time at the CGI Facility which GNI considers are reasonably required for the purpose of increasing pressure in the Transportation System downstream of the CGI Entry Point in order to facilitate Decanting and the transport of RNG in the Transportation System, including (without limitation), compressor units, filtration systems, coolers and control system;
"Conditions Precedent"	means the GNI Conditions Precedent and the Producer Conditions Precedent;
"Confidential Information"	has the meaning given in Clause 29;
"Connected System Agreement" or "CSA"	has the meaning given in the Code of Operations and for the purpose of this Agreement means the Statement of Terms [dated [...]] with respect to the Connected System Point published by GNI, as amended and updated from time to time;
"Connected System Point"	has the meaning given in the CSA;
"Connections Policy"	means the "Connections Policy Document", as amended from time to time and published by GNI. Where the Commission has issued a decision in relation to the Connections Policy, the Connections Policy shall be read and construed consistently with such decision pending review and update of the Connections Policy to reflect the decision;
"CP Longstop Date"	means the date identified in SCHEDULE 1 or such later date as may be agreed in writing between the Parties;
"Day"	has the meaning given in the Code of Operations;
"Decant"	means where RNG is transported to the CGI Facility by or on behalf of the Producer and injected at a Decanting Stanchion for onward delivery to the

Transportation System by a Registered Shipper. Related terms such as **"Decanted"** and **"Decanting"** shall be construed accordingly;

"Decanting Capacity Limit"	means the maximum volume of RNG which may be Decanted pursuant to this Agreement in a specified period, as set out in SCHEDULE 1. "Decanting Capacity Limit (Annual)" and "Decanting Capacity Limit (Daily)" shall each have the meanings given in SCHEDULE 1;
"Decanting Stanchion"	means the equipment (including connection hoses) used or to be used to transfer RNG which has been transported to the CGI Site by a Producer, and tendered for delivery to the Transportation System by a Shipper to the pressure reduction skid in the CGI Facility;
"Delivered Quantity"	means the quantity of RNG (expressed in kWh) specified in a Final Entry Allocation by the Transporter in respect of the CGI Gas Point for a Day;
"Department"	means the Department of Housing, Local Government and Heritage or such other government department as shall have jurisdiction over GNI from time to time;
"Development and Construction Costs Contribution"	means the Estimated Development and Construction Costs Contribution or Final Development and Construction Costs Contribution, as applicable;
"Development and Construction Costs"	means all costs and expenses incurred, directly or indirectly, by or on behalf of GNI in respect of the Works prior to or following the Agreement Date including: (a) all attributable overheads, insurances, financing costs, professional fees, payments and any and all other costs incurred by GNI in relation to or arising out of the Works; (b) all costs incurred in connection with the preparation, negotiation, completion and implementation of this Agreement (and equivalent Agreements with other Producers) and the CSA in respect of the CGI Facility; (c) all costs associated with any delay to the Works; and

(d) any other costs incurred by GNI in connection with the Works;

"Directive"

means any present or future directive, regulation, request, requirement, instruction, code of practice, the Transportation Licence, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force), and any modification, extension or replacement thereof;

"Dispute"

means a difference or dispute of whatsoever nature between the Parties arising out of or in connection with this Agreement;

"Due Date for Payment"

means the due date for payment of any amounts due from the Producer to GNI under this Agreement, as set out in Clause 21.4;

"Emergency"

means:

- a) any event or circumstance or combination of events or circumstances which have occurred or may occur and which in the opinion of GNI, (including in acting in its capacity as the Transporter or the CGI Administrator):
 - (i) adversely affects, or may adversely affect, the operational integrity and/or the safe conveyance of Natural Gas in the Transportation System and/or the CGI Amenities;
 - (ii) adversely affects, or may adversely affect, the safety of the Transportation System, the CGI Amenities or any other people or property at or in the vicinity of the CGI Site;
 - (iii) which otherwise results or may result in the safety of life, property or the environment being at risk;
- b) an escape or suspected escape of Natural Gas from any container or system;
- c) Natural Gas conveyed by the Transportation System is at such a pressure or of such a quality

as to constitute, when supplied to premises, a danger to life or property;

- d) the Transporter's ability to maintain safe pressures within the Transportation System is affected or threatened by an interruption or disruption to the Transportation System, an insufficiency of deliveries of Natural Gas to the Transportation System or any actual or potential failure of or damage to any part of the Transportation System; and
- e) any other circumstances reasonably believed by the Transporter, the National Gas Emergency Manager, or GNI (as the case may be) to constitute an emergency (which, for the avoidance of doubt, may include circumstances upstream or downstream of the Connected System Point).

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

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

"EPA"

means the Environmental Protection Agency established pursuant to the provisions of the Environmental Protection Agency Act 1992, or any successor body or authority;

"Estimated Capital Recovery Amount"

has the meaning given in Clause 18.2.1;

"Estimated Development and Construction Costs Contribution"

means the Relevant Percentage of the Producer's Share of the Estimated Development and Construction Costs;

"Estimated Development and Construction Costs"

means GNI's estimate of the anticipated Development and Construction Costs (as may be updated from time to time by an Interim Estimated Costs Update);

"Estimated Supplemental Economic Test Contribution"

means the Supplemental Economic Test Value calculated by reference to the Estimated Development and Construction Costs, multiplied by the Producer's Cost Allocation;

"Euribor"	means the applicable Screen Rate as of the Specified Time for Euro and if that rate is less than zero (0), Euribor shall be deemed to be zero (0).
	For the purpose of this definition:
	"Screen Rate" means the Euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, GNI may specify another page or service displaying the relevant rate by notice in writing to the Producer. If the relevant rate is discontinued, GNI may, acting reasonably and having regard to the balance of benefits, costs, liabilities and risks under this Agreement at the Agreement Date, propose an alternative rate by notice in writing that shall apply; and
	"Specified Time" means 11.00am (Brussels time);
"Expert"	means the third party appointed as such in accordance with Clause 27.2;
"Feedstock"	means the input used by the Producer in the production of RNG, as provided for in the Measurement Risk Assessment;
"Final Capital Recovery Amount"	has the meaning given in Clause 18.1.1;
"Final Completion Date"	means the date notified to the Producer by GNI at which GNI is satisfied that the Final Development and Construction Costs are known;
"Final Development and Construction Costs Contribution"	means the Relevant Percentage of the Producer's Share of the Final Development and Construction Costs;
"Final Development and Construction Costs"	means the actual Development and Construction Costs incurred by GNI;
"Final Entry Allocation"	has the meaning given in the Code of Operations;

"Final Supplemental Economic Test Contribution"	means the Supplemental Economic Test Value calculated by reference to the Final Development and Construction Costs, multiplied by the Producer's Cost Allocation;
"Financial Security Policy"	has the meaning given in Clause 20.9;
"Financial Security"	has the meaning given in Clause 20.1;
"Force Majeure"	means any event which: a) is not within the reasonable control of a Party; b) could not have been prevented or the consequences of which could not have been prevented by a Party acting and having acted as a Reasonable and Prudent Operator; and c) has the effect of preventing a Party from complying with its obligations under this Agreement, including: (i) acts of terrorists; (ii) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict; (iii) sabotage or acts of vandalism, criminal damage or the threat of such acts; (iv) extreme weather or environmental conditions including lightning, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation; (v) any change of Legal Requirement, legislation, governmental order, restraint or Directive having the effect of preventing or delaying the performance of obligations under this Agreement;

- (vi) a strike or any other form of industrial action by persons employed by the affected Party or by an Affiliate of the affected Party or by any contractor, subcontractor or agent of the affected Party or any such Affiliate;
- (vii) any strike related to the Works which is part of a labour dispute of a national character occurring in the Republic of Ireland or elsewhere;
- (viii) the act or omission of any contractor, subcontractor or supplier of either Party but only if due to an event which, but for the contractor, subcontractor or supplier not being a Party to this Agreement, would have been Force Majeure;
- (ix) the discovery of Toxic and Dangerous Waste at the CGI Site; and
- (x) measures implemented as a result of a pandemic or epidemic having force of law (but excluding guidance or advice).

Provided that Force Majeure shall not include:

- a) lack of funds and/or the inability of a Party to pay;
- b) mechanical or electrical breakdown or failure of any machinery, plant or process owned or operated by either Party other than as a result of the circumstances identified as an event of Force Majeure above.

For the purposes of this Agreement an "event" means any event or circumstance, or number of events or circumstances, or combination thereof;

"Gas Year"

has the meaning given in the Code of Operations;

"GNI Conditions Precedent"

means those conditions precedent to be satisfied by GNI as set out in Clause 3.5;

"Hazardous Materials"

means any pollutants, contaminants, radio-active explosive, oxidising, flammable, toxic, harmful, corrosive, irritant, dangerous, hazardous, infectious, carcinogenic, teratogenic, etiologic or mutagenic substances, materials constituents, chemicals, preparations or waste (including without limitation

petroleum or any by-products of fractions thereof, any form of natural gas, asbestos and asbestos containing material or any derivations thereof, polychlorinated biphenyls ("**PCB**") and PCB containing equipment, radon or radio-active elements, pesticides and defoliants or any other meanings ascribed to such terms by any applicable environmental laws), which are prohibited or restricted under applicable environmental laws;

"IEI"

means the Institute of Engineers of Ireland;

"Intended Technical Capacity (Compression Only)"

means a value to be confirmed by GNI and specified in SCHEDULE 1 (subject to amendment by written notice from GNI to the Producer).

The Intended Technical Capacity (Compression Only) will be representative of that portion of the Technical Capacity or Intended Technical Capacity of the CGI Facility which GNI intends will be met through Decanting Stanchions that have or will have the benefit of Compression Facilities.

For the avoidance of doubt, the Intended Technical Capacity (Compression Only) is non-binding and GNI is not obligated to ensure that Compression Facilities can operate at the Intended Technical Capacity (Compression Only);

"Intended Technical Capacity"

means the intended Technical Capacity of the CGI Facility once fully constructed and Commissioned, as specified in SCHEDULE 1.

For the avoidance of doubt, the Intended Technical Capacity is non-binding and GNI is not obligated to ensure that the CGI Facility can operate at the Intended Technical Capacity;

"Legal Requirement"

means any enactment of the Oireachtas/Parliament and/or any Directive;

"Letter of Credit"

has the meaning given in the Financial Security Policy;

"Local Operating Procedure"

means a Local Operating Procedure forming part of the Site Policies, as included in SCHEDULE 7 and amended from time to time in accordance with this Agreement;

"Loss"

means, subject to Clauses 23.2 and 23.3, any and all loss, damage, liability, payment or obligation and all costs and expenses (including legal and

consultancy fees) and "**Losses**" shall be construed accordingly.

Any reference to Losses suffered or incurred by GNI shall include Losses incurred by GNI in any capacity, including as Transporter and as owner and administrator of the CGI Facility;

"Measurement Equipment"	has the meaning given in the Code of Operations;
"Measurement Standards"	means the applicable industry standards for the testing of gas quality samples as set out in SCHEDULE 5, paragraph 3 (as amended from time to time in accordance with this Agreement);
"Measurement Risk Assessment"	means a document in a format prescribed by the Transporter and prepared by or on behalf of the Transporter (as amended from time to time) following an assessment carried out in respect of a specific Producer's Facility in order to gain a semi-quantitative ranking of risks associated with the measurement of various gas quality and related parameters, based on certain assumptions in regard to the type and quality of the Feedstock used to produce RNG and the process used by the Producer for the production of RNG;
"Natural Gas"	has the meaning given in the Code of Operations;
"National Gas Emergency Manager"	has the meaning given in Section 2 of the Gas (Interim) (Regulation) Act 2002;
"Natural Gas Emergency Plan"	has the meaning given in Section 2 of the Gas (Interim) (Regulation) Act 2002 (as amended);
"Natural Gas Quality Specification"	means the quality specification which RNG to be tendered for Decanting at the CGI Facility must comply with, as set out at SCHEDULE 5, as may be amended from time to time in accordance with this Agreement;
"NPV"	means the net present value;
"Operational"	means that: a) the CGI Facility has been Commissioned; b) there is sufficient capacity available to permit up to the Decanting Capacity Limit to be Decanted;

	c) the Safety Case has been revised and accepted to include the CGI Facility; and d) a CGI Gas Point has been established by the Transporter at the CGI Entry Point in accordance with the CSA and the Code of Operations;
"Persistent Breach"	has the meaning given to it in Clause 26.3;
"Producer Conditions Precedent"	means those conditions precedent to be satisfied by the Producer or waived by GNI as set out in Clause 3.2;
"Producer's Compression Cost Allocation"	means a value between zero (0) and one (1) calculated in accordance with Clause 16.4;
"Producer's Cost Allocation"	has the meaning given to it in Clause 16.2;
"Producer's Facility"	means a facility (or facilities) at which the Producer (or an Affiliate, contractor, subcontractor, agent or employee thereof) produces RNG as specified in SCHEDULE 1, as may be updated from time to time in accordance with this Agreement. The Producer's Facility includes all equipment, apparatus or installations of any type used in the production of RNG at such a facility and the transport of such RNG to the CGI Facility;
"Producer's Non-Compression Cost Allocation"	means a value between zero (0) and one (1) calculated in accordance with Clause 16.5;
"Producer's Share of the Development and Construction Costs"	means the Estimated Development and Construction Costs or Final Development and Construction Costs, as appropriate, multiplied by the Producer's Cost Allocation in accordance with the methodology outlined at Clause 16.3 and the "Producer's Share of the Estimated Development and Construction Costs" and "Producer's Share of the Final Development and Construction Costs" shall be construed accordingly;
"Projected Gas Volume"	has the meaning given in Clause 6.1;
"Reasonable and Prudent Operator"	has the meaning given in the Code of Operations;

"Recovery Year"	means each year in the Capital Recovery Period, commencing on the Commercial Operations Date or the anniversary thereof;
"Registered Shipper"	has the meaning given in the Code of Operations;
"Relevant Approval"	means any licence, consent, authority, permission, permit or approval (statutory or otherwise) required by or from a Competent Authority in connection with the Works;
"Relevant Percentage"	means thirty percent (30%);
"Renewable Natural Gas" or "RNG"	means gas produced from renewable non-fossil sources most commonly by anaerobic digestion of biodegradable matter and which meets the applicable Natural Gas Quality Specification;
"Required Insurances"	means the insurances that the Producer (and its contractors or subcontractors) is required to maintain pursuant to Clause 24 of this Agreement;
"Revenue Requirement"	means the revenue derived from Attributable Tariffs associated with the Committed Gas Flow which GNI must receive in respect of each Recovery Year of the Capital Recovery Period which in aggregate is forecasted to recover the Capital Recovery Amount by the expiry of the Capital Recovery Period;
"RNG Registry"	means the Renewable Gas Registry in Ireland maintained by GNI;
"Safety Case"	means a document prepared as such by the Transporter as required pursuant to the relevant Transportation Licence;
"Security Period"	means the period from the Agreement Date until the Security Period End Date;
"Security Period End Date"	has the meaning given in Clause 20.2;
"Shipper"	has the meaning given in the Code of Operations;
"Shortfall Amount"	means an amount calculated in accordance with Clause 19.4;
"Site Plan"	means the plan outlining the CGI Site, the CGI Facility and CGI Amenities included at SCHEDULE 2 (as may be updated or amended by GNI by notice in writing from time to time at its discretion);

"Site Policies"	means the Station Operations Overview and each Local Operating Procedure, as included in SCHEDULE 7 and amended from time to time in accordance with this Agreement;
"Spot Sampling"	has the meaning given in SCHEDULE 5, paragraph 4;
"Statement Date"	has the meaning given in Clause 19.3;
"Statement"	has the meaning given in Clause 19.3;
"Station Operations Overview"	means the document of such name included in SCHEDULE 7, outlining procedures and specifications relevant to the operation of the CGI Facility and the performance of the CGI Services, as may be updated by GNI from time to time by notice in writing;
"Supplemental Economic Test Contribution"	means the Estimated Supplemental Economic Test Contribution or Final Supplemental Economic Test Contribution, as appropriate;
"Supplemental Economic Test Value"	means an amount calculated by GNI in accordance with the Connections Policy by reference to the Estimated Development and Construction Costs or Final Development and Construction Costs (as appropriate);
"Technical Capacity"	has the meaning given in the Code of Operations;
"Termination Costs"	the amount calculated as follows, where "TC" is the total amount to be paid by the Producer $TC = (A + B) - C$ Where: <i>A</i> is the Producer's Share of the Development and Construction Costs incurred by GNI up to the date on which this Agreement terminates; <i>B</i> is all costs which arise out of the termination of this Agreement including (i) all non-recoverable cancellation charges and internal GNI costs and (ii) all costs associated with termination of contracts and arrangements referable to the Works, in each case, irrespective of whether such

costs are incurred before or after termination of this Agreement; and

C is calculated as follows:

the Producer's Upfront Costs paid to GNI, as at the date of termination

plus

the Aggregate Discounted Net Revenue up to the date of termination

plus

any Shortfall Amounts paid or payable by the Producer to GNI up to the date of termination.

Where TC is a negative value, it shall be deemed to be zero Euro (€0);

"Toxic and Dangerous Waste"

means any Hazardous Materials on, in or under the CGI Site at the Agreement Date, or which is brought onto or placed on, in or under the CGI Site by the Producer or its Affiliate after the Agreement Date without the written consent of GNI, in such quantities or such concentrations as to constitute a risk to health or the environment or which are required to be disposed of pursuant to any Legal Requirements;

"Transporter"

has the meaning given in the Code of Operations;

"Transportation Licence"

has the meaning given in the Code of Operations;

"Transportation System"

means the transmission system and distribution systems for the transportation of Natural Gas (including RNG) in Ireland, owned and operated by the Transporter under the regulation of the Commission;

"Unsuitable Counterparty"

means any Person that:

- a) is found to be in breach of any Anti-Corruption Laws, as defined in Clause 38;
- b) is found to be in breach of any applicable law relevant to modern slavery, human trafficking

and/or human rights in any jurisdiction (including the requirements of Clause 39);

- c) is subject to embargoes or is in violation of any export controls, restrictions or sanctions imposed by or relating to any G-20 countries;

"VAT"

means value-added tax under the Value-Added Tax Consolidation Act 2010 (as amended) and any other tax of a similar nature; and

"Works"

means all permanent and temporary works required at the CGI Site including for the design, construction, completion and Commissioning of the CGI Facility and the development and completion of the CGI Amenities, including (without limitation):

- a) the planning and design of the Works including any environmental or other surveys which may be required;
- b) the obtaining of all Relevant Approvals by GNI;
- c) the obtaining of any property rights or interests in land reasonably required for the Works and the operation of the CGI Facility and CGI Amenities;
- d) the procurement and purchase of the equipment and associated materials required for the Works;
- e) the procurement, award and management of any building and supply contracts in connection with the Works;
- f) the installation, modification, inspection, testing, repairing, isolating and protecting of all temporary and permanent works;
- g) the removal of equipment, materials or temporary works or any part thereof from the CGI Site; and
- h) any and all remedial works required in connection with the Works.

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

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

- 1.3.1 any gender includes the other;
- 1.3.2 any reference to an agreement, Legal Requirement, instrument, document or code (including the Code of Operations) is to the same as amended, novated, modified, supplemented or replaced from time to time;
- 1.3.3 a recital, Clause, Schedule or paragraph is to a recital, Clause, Schedule or paragraph of this Agreement;
- 1.3.4 general words shall not be given a restrictive meaning by reason of being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.3.5 a "**person**" shall be construed as a reference to any person, firm, company, corporation, government or government department or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 1.3.6 a person includes that person's legal or personal representative, permitted assigns and successors;
- 1.3.7 "**time**" shall be construed by reference to whatever time may from time to time be in force in Ireland;
- 1.3.8 the singular shall include the plural and vice versa;
- 1.3.9 a "**day**", "**month**" and "**year**" shall, unless otherwise stated, mean a calendar day, month and year respectively;
- 1.3.10 all references in this Agreement to "indemnity" and "indemnifying" any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person, and all Losses made or incurred by that person, as a consequence of or which would not have arisen but for that circumstance; and
- 1.3.11 words not otherwise defined that have well-known and generally acceptable technical or trade meanings in the gas industry are used in this Agreement in accordance with such recognised meanings.
- 1.4 Where a word or expression is defined in this Agreement cognate words and expressions shall be construed accordingly.
- 1.5 In this Agreement, headings are for ease of reference only and shall not affect its construction.

- 1.6 For the purposes of the final determination of any values herein, all values will be calculated by adding five thousandths (0.005) to the relevant value and then deleting all decimals to the right of the second decimal.
- 1.7 References to this Agreement shall mean the recitals and Clauses of this Agreement and the Schedules, all of which are to be read as one document.
- 1.8 Where two or more persons are the Producer, references to the Producer are to those persons collectively and the obligations and liabilities are, and are to be treated as, undertaken jointly and severally.
- 1.9 For the avoidance of doubt, nothing in this Agreement shall, or shall be read or construed to:
- 1.9.1 entitle the Producer to capacity in the Transportation System or any part thereof;
 - 1.9.2 oblige GNI to connect or permit the permanent, physical connection of any Producer's Facility to the Transportation System such that gas may be delivered directly at the CGI Entry Point;
 - 1.9.3 oblige GNI to facilitate the registration of any of the Producer's plant and apparatus in the RNG Registry or issue any renewable gas certificates; or
 - 1.9.4 oblige GNI to accept and process an application from a Shipper for Entry Capacity at the CGI Gas Point configured within the CGI Entry Point,

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

2. REPRESENTATIONS AND WARRANTIES

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

- 2.1.4 the obligations expressed to be assumed by it under this Agreement are legal and valid obligations binding on it;
- 2.1.5 all payments to be made by it under this Agreement may be made free and clear of, and without deduction for or on account of, any taxes whatsoever;
- 2.1.6 no representation or warranty made by or on behalf of the Producer and contained in this Agreement and no statement contained in any submission to GNI, declaration or other instrument made by or on behalf of the Producer in connection with this Agreement contains any false or misleading representation of a material fact, or omits to state a material fact necessary to prevent such statements, in the light of the circumstances under which they are made, from being misleading;
- 2.1.7 that it shall comply with all Legal Requirements, Site Policies and the terms and conditions of this Agreement, including in connection with the:
- (a) production of RNG; and
 - (b) transport of RNG to the CGI Site; and
 - (c) Decanting of RNG.
- 2.1.8 all information provided by it under this Agreement is complete and accurate and not misleading;
- 2.1.9 in connection with the negotiation and execution of this Agreement:
- (a) it is acting as a principal (and not as an agent or in any other capacity, fiduciary or otherwise);
 - (b) it is not relying upon any advice, counsel or representations (whether written or oral) of any other party other than the representations expressly set out in this Agreement;
 - (c) it has made its own decision regarding the entering into of this Agreement based upon its own judgement and upon the advice from such professional advisers as it has deemed necessary to consult;
 - (d) all of its decisions regarding this Agreement have been the result of arm's length negotiations between the Parties; and
 - (e) it has a full understanding of the terms, conditions and risks (economic and otherwise) of this Agreement, and is capable of assuming and willing to assume (financially and otherwise) those risks.

2.2 **GNI Representation:** GNI represents and warrants to the Producer that on the Agreement Date and on an on-going basis throughout the term of this Agreement:

- 2.2.1 it has full power and authority to enter into this Agreement;
- 2.2.2 performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which GNI is a party or any judgement, order, statute or regulation which is applicable to GNI;
- 2.2.3 the obligations expressed to be assumed by it under this Agreement are as at the date hereof legal and valid obligations binding on it;

3. **CONDITIONS PRECEDENT, SUBSEQUENT AND DURATION**

3.1 **Commencement:** Subject to Clause 3.2, this Agreement shall commence and be binding on the Parties from the Agreement Date and shall continue in full force and effect unless terminated earlier in accordance with Clause 25.

3.2 **Conditions Precedent:** The obligations of GNI in relation to the CGI Services under this Agreement shall be conditional on:

- 3.2.1 the Producer satisfying the Producer Conditions Precedent on or prior to the CP Longstop Date and/or GNI waiving any unsatisfied Producer Conditions Precedent in writing; and
- 3.2.2 GNI satisfying the GNI Conditions Precedent (or confirming in writing that any unsatisfied GNI Conditions Precedent are waived) and issuing a notification to the Producer specifying the Commercial Operations Date in accordance with Clause 3.10.

3.3 **Producer Conditions Precedent:** The Producer shall:

- 3.3.1 provide GNI with evidence to the reasonable satisfaction of GNI of the authority of any person or persons executing or attesting the execution of this Agreement on behalf of the Producer. It shall be reasonable for GNI to require that any copy documents are certified to be a true copy of the original by a director or secretary of the Producer;
- 3.3.2 where the Producer is a company, provide GNI with a copy of a resolution of the board of directors authorising the execution of and the performance by the Producer of its obligations under this Agreement and any documents to be executed by it under this Agreement;
- 3.3.3 provide GNI with a copy of the Producer's tax clearance certificate from the Revenue Commissioners;

- 3.3.4 make payment of the Development and Construction Costs Contribution on or within ten (10) Business Days of the Agreement Date in accordance with Clause 17.5;
 - 3.3.5 make payment of the Supplemental Economic Test Contribution (if any) on or within ten (10) Business Days of the Agreement Date in accordance with Clause 17.6;
 - 3.3.6 provide Financial Security in accordance with the requirements of Clause 20;
 - 3.3.7 procure that a Shipper notifies the Transporter in writing of the Shipper's intent to submit a Long Term Entry Capacity Request (as that term is defined in the Code of Operations) and provides to the Transporter such information as the Transporter reasonably requires;
 - 3.3.8 provide evidence to GNI's satisfaction that it has effected all Required Insurances pursuant to Clause 24 of this Agreement; and
 - 3.3.9 satisfy such other conditions (if any) as may be included in SCHEDULE 6.
- 3.4 **Termination for Failure to satisfy Producer Conditions Precedent:** Notwithstanding any other provision of this Agreement, if any of the Producer Conditions Precedent have not been satisfied, or waived in writing by GNI by the CP Longstop Date (or such later date as GNI may otherwise agree in writing), GNI shall be entitled to terminate this Agreement forthwith on notice to the Producer in accordance with Clause 25.2.2. Until such time as a notice of termination is given under Clause 25.2.2, the Producer shall continue to use all reasonable endeavours to satisfy the outstanding Conditions Precedent as soon as is reasonably practicable.
- 3.5 **GNI Conditions Precedent:** GNI shall use reasonable endeavours to ensure that the following Conditions Precedent are satisfied in accordance with the Programme:
- 3.5.1 the CGI Facility is Commissioned;
 - 3.5.2 the Safety Case is approved by the Commission;
 - 3.5.3 a CSA has been finalised in respect of the CGI Facility;
 - 3.5.4 the CGI Entry Point has become an Entry Point pursuant to the Code of Operations;
 - 3.5.5 a CGI Gas Point has been established by the Transporter at the CGI Entry Point (by reference to information including the Decanting Capacity Limit provided pursuant to this Agreement), at which a Shipper may apply to become a Registered Shipper in accordance with the Code of Operations;

- 3.5.6 completion of the Measurement Risk Assessment to the reasonable satisfaction of the Transporter;
 - 3.5.7 any necessary modifications to the Code of Operations required for the operation of this Agreement have been effected;
 - 3.5.8 such other configuration works as GNI may determine appropriate have taken place to the satisfaction of GNI to ensure the CGI Services can be performed in respect of the Producer; and
 - 3.5.9 such other conditions (if any) as may be included in SCHEDULE 6 are satisfied.
- 3.6 **Programme:** GNI shall as soon as reasonably practicable from the Agreement Date provide the Producer with an approximate programme for the construction and Commissioning of the CGI Facility (where relevant), the satisfaction of the GNI Conditions Precedent and the planned Commercial Operations Date (the "**Programme**").
- 3.7 Subject to Clauses 3.8 and 3.9, GNI shall use reasonable endeavours to comply with the Programme.
- 3.8 The Producer acknowledges that the Programme is an estimate of the timeline to the Commercial Operations Date, based on:
- 3.8.1 the assumption that the Producer will satisfy the Producer Conditions Precedent in a timely manner; and
 - 3.8.2 information available to GNI at the time.
- 3.9 The Parties agree that the Programme is non-binding and may be amended, modified or replaced by GNI at any time acting as a Reasonable and Prudent Operator by written notice to the Producer.
- 3.10 **Commercial Operations Date:** GNI shall notify the Producer in writing when all Conditions Precedent are satisfied or waived to its satisfaction and the CGI Facility is Operational, with such notice specifying the Commercial Operations Date. The Commercial Operations Date will generally be specified as the first day of a calendar month (subject to GNI's discretion).
- 3.11 **No Unauthorised Transport to the CGI Facility prior to the Commercial Operations Date:** The Producer shall not at any time prior to the Commercial Operations Date transport RNG to the CGI Site for Decanting other than for the purpose of Commissioning under the written direction of GNI in accordance with Clause 4.
4. **COMMISSIONING**
- 4.1 Notwithstanding Clause 3.11, the Parties acknowledge and agree that as part of the testing and Commissioning of the CGI Facility, GNI will require quantities of RNG for injection into the Transportation System prior to the Commercial Operations Date.

- 4.2 GNI may, at its discretion, request Producers that meet its requirements from time to time to provide RNG for this purpose at the necessary times. The Producer agrees that it shall use all reasonable endeavours to:
- 4.2.1 provide RNG for such purpose; and
 - 4.2.2 comply with the requirements of GNI in connection with any such request.
- 4.3 The Producer shall, in accordance with Clause 5, respond promptly to any reasonable requests from GNI in relation to Commissioning (including in order to verify that the Producer meets any requirements of GNI).
- 4.4 Notwithstanding Clause 3.11, the Parties acknowledge and agree that GNI may specify that some or all of the terms and conditions of this Agreement shall apply with regard to the RNG to be used for Commissioning (including in relation to the delivery, transport, quality and Decanting thereof).
5. **PRODUCER CO-OPERATION**
- 5.1 The Producer shall use reasonable endeavours to co-operate with and assist, and to procure that any of its contractors, subcontractors, employees and agents (and, to the extent within its control or influence any other third parties), co-operate with and assist, GNI, and all parties acting on its behalf, in the exercise of its rights and performance of its obligations under this Agreement.
- 5.2 Where GNI requires a specific rate or volume of RNG to be Decanted for the purpose of any Commissioning, testing, inspection or maintenance of the CGI Facility and/or the Transportation System (or any other purpose it may require in connection with the CGI Facility and/or the Transportation System, acting as a Reasonable and Prudent Operator), the Producer shall co-operate with GNI in accordance with Clause 5.1.
6. **PROJECTED GAS VOLUME**
- 6.1 In advance of the Agreement Date, the Producer shall have provided GNI with a non-binding, indicative forecast profile of the total volume of RNG it will produce and transport to the CGI Facility in a calendar year, broken down into monthly figures ("**Projected Gas Volume**"). For the avoidance of doubt this is separate to the Committed Gas Flow.
- 6.2 Notwithstanding the requirement for the Producer to seek the prior written approval of GNI pursuant to Clause 7.6, the Producer shall, acting as a Reasonable and Prudent Operator, notify GNI as soon as reasonably practicable of any anticipated or ongoing circumstances whatsoever (including, for example, any change to the Producer's plant, equipment or Feedstock), that may result in a material variation to the Projected Gas Volume. Any such notice shall be accompanied by an updated Projected Gas Volume reflecting such change.
- 6.3 GNI may request an updated forecast of the Projected Gas Volume from time to time and the Producer shall comply as soon as reasonably practicable (or

otherwise confirm that there are no changes to the then current Projected Gas Volume).

7. MEASUREMENT RISK ASSESSMENT AND PRODUCER'S FACILITY

- 7.1 A Measurement Risk Assessment in respect of the Producer's Facility is required in accordance with the CSA.
- 7.2 GNI may refuse to permit the Producer to Decant RNG where it has been produced at a Producer's Facility for which there is no Measurement Risk Assessment in place or the Measurement Risk Assessment needs to be revised or updated in accordance with the CSA.
- 7.3 The Parties acknowledge and agree that a Measurement Risk Assessment may be amended from time to time by notice in writing to the Producer. Any such updated or new Measurement Risk Assessment shall supersede and replace the previously applicable Measurement Risk Assessment in respect of that Producer's Facility.
- 7.4 The Producer shall co-operate with GNI in accordance with Clause 5 and Clause 11.5, including permitting or procuring such access as may reasonably be required to the Producer's Facility in order to prepare a Measurement Risk Assessment in accordance with Clause 15.1.
- 7.5 Without prejudice to the foregoing, the Producer acknowledges that a new or revised Measurement Risk Assessment may be required from time to time in accordance with the CSA, including in circumstances where:
 - 7.5.1 required under any then applicable Measurement Risk Assessment;
 - 7.5.2 any applicable licence issued by the EPA related to the Producer's Facility and/or the Producer's production of RNG is amended or replaced;
 - 7.5.3 there is a change to any equipment and apparatus comprising the Producer's Facility that renders any part of the existing Measurement Risk Assessment inaccurate or could otherwise impact the components or constituent elements of the RNG produced;
 - 7.5.4 GNI is in receipt of (or becomes aware of) the existence of any information or circumstances which in its reasonable opinion would necessitate an application for approval pursuant to Clause 7.6 (or otherwise receives such an application for approval); or
 - 7.5.5 GNI is of the view that there is a variation to the components or constituent elements of the RNG provided by the Producer.
- 7.6 The Producer shall not, without the prior written approval of GNI (given with the approval of the Transporter pursuant to the CSA) on each occasion, tender for Decanting at the CGI Facility any RNG:

- 7.6.1 produced from any Feedstock or material other than that provided for in the Measurement Risk Assessment or any applicable licence issued by the EPA;
 - 7.6.2 produced from any Feedstock or material sourced from a different supplier to that provided for in the Measurement Risk Assessment or any applicable licence issued by the EPA;
 - 7.6.3 produced other than at the Producer's Facility identified in the Measurement Risk Assessment; or
 - 7.6.4 otherwise not produced in accordance with the Measurement Risk Assessment for the relevant Producer's Facility.
- 7.7 Any requirement for approval by GNI pursuant to Clause 7.6 is solely for the purpose of enabling consideration of the requirement or otherwise for a new or revised Measurement Risk Assessment and any approval granted by GNI with the approval of the Transporter under the CSA shall only be construed as meaning the application has been considered for that purpose.
- 7.8 **Amendment to Producer's Facility**
- 7.8.1 The Producer shall provide prior written notice to GNI of any anticipated changes to a Producer's Facility which it considers, acting as a Reasonable and Prudent Operator, could require an amendment to an existing Measurement Risk Assessment in accordance with Clause 7.5.3 and GNI shall provide such notice to the Transporter.

8. **CGI SERVICES**

8.1 **Undertaking the CGI Services**

- 8.1.1 Subject to Clause 8.2, GNI shall undertake the CGI Services in consideration of the Producer paying the Producer's Share of the Development and Construction Costs in accordance with the terms and conditions of this Agreement.
- 8.1.2 The provision of the CGI Services by GNI to the Producer shall be on a non-exclusive basis and shall not preclude GNI from providing the CGI Services or any similar services to any other person.
- 8.1.3 GNI shall ensure that the CGI Services shall be undertaken to the standard of a Reasonable and Prudent Operator and in accordance with the Site Policies.

8.2 **Reduction in or Refusal to Undertake the CGI Services**

- 8.2.1 The Parties acknowledge and agree that GNI as Transporter has a paramount responsibility to ensure the safe operation of the CGI Facility and the Transportation System. The availability of the CGI

Services and the obligation of GNI to provide the CGI Services shall at all times be subject to GNI's obligations in its role as Transporter.

8.2.2 As such, GNI, acting as a Reasonable and Prudent Operator and in its capacity as CGI Administrator or Transporter (as appropriate), shall be entitled at any time to (i) refuse to permit access to the CGI Site to the Producer (or any person transporting the RNG to the CGI Site on its behalf); (ii) refuse to perform any or all of the CGI Services; (iii) reduce the rate at which RNG is Decanted or the volume of RNG to be Decanted; (iv) impose limits or restrictions of any type on Booking Confirmations and amend existing Booking Confirmations, including in relation to the volume of RNG to be Decanted and the timeslot for Decanting; or (v) dispose of any RNG that has already been Decanted, where:

- (a) in accordance with Clause 10.2, GNI identifies that the Producer is in breach of Clause 10.1 (Natural Gas Quality Specification and Spot Sampling) or the RNG transported to the CGI Site otherwise contains impurities which are not usually found in the RNG to be delivered at the CGI Facility;
- (b) any RNG delivered to the Transportation System at the CGI Entry Point fails to meet the Natural Gas Quality Specification;
- (c) the RNG is not transported to the CGI Site and Decanted at the time and/or date or in the volume specified in the relevant Booking Confirmation;
- (d) the RNG is not transported to the CGI Site in accordance with Clause 9.2.1 (Transportation);
- (e) there is no Registered Shipper registered at the CGI Gas Point;
- (f) the Producer fails to comply with any of its obligations under Clause 11 (Compliance with Legal Requirements, Site Policies and CSA);
- (g) a Decanting Capacity Limit or CGI Capacity Limit will be exceeded;
- (h) the Producer has failed to make payment of any amounts payable to GNI under this Agreement by the Due Date for Payment;
- (i) the Producer fails to comply with any of its obligations under Clause 20 (Financial Security);
- (j) there is no Measurement Risk Assessment in place or the Measurement Risk Assessment is outdated in accordance with Clause 7.2 (Measurement Risk Assessment and Producer's Facility);

- (k) GNI determines at its discretion that circumstances exist which would prevent it from carrying out any or all of the CGI Services, including, without limitation:
 - (1) an Emergency, in accordance with Clause 13.3 (Emergencies);
 - (2) the carrying out of any necessary repair, construction or maintenance at or in the vicinity of the CGI Site or on the Transportation System;
 - (3) lack of capacity on the Transportation System to accept delivery of RNG at the CGI Gas Point;
 - (4) lack of physical capacity or available Decanting Stanchions at the CGI Facility to enable Decanting of the RNG;
 - (5) an event of Force Majeure.

8.3 Compression Facilities

- 8.3.1 Where SCHEDULE 1 states that the Producer does not require Compression Facilities, the Producer acknowledges and agrees that it may be restricted by GNI from availing itself of the benefits of the Compression Facilities for Decanting.
- 8.3.2 The Parties may agree an amendment to SCHEDULE 1 in accordance with Clause 36 to permit the Producer to avail of the benefits of the Compression Facilities for Decanting. The Producer acknowledges and agrees that as a condition of any such amendment, GNI may recalculate the Producer's Upfront Costs and the Capital Recovery Amount which could result in additional Producer's Upfront Costs being payable and an increase to the Revenue Requirement and Committed Gas Flow.

8.4 Removal of RNG and associated equipment

- 8.4.1 Where GNI exercises its rights under Clause 8.2.2 for any reason, the relevant Producer (acting as a Reasonable and Prudent Operator and in accordance with Clause 5.1) shall, upon instruction from GNI, immediately remove its RNG, all personnel and any associated equipment (including vehicles and trailers used for the transport of RNG) from the CGI Site.
- 8.4.2 Such removal shall be at the Producer's own cost and expense.

8.5 Exclusion of Liability

- 8.5.1 GNI shall not be responsible for any Losses incurred by the Producer or any third party as a result of:

- (a) GNI exercising its rights under Clause 8.2.2; or
- (b) the Producer's obligations under Clause 8.4.1.

The Producer shall indemnify and hold GNI harmless from any such Losses.

9. TRANSPORT OF RNG BY THE PRODUCER TO THE CGI SITE

9.1 Booking Confirmation

- 9.1.1 A Booking Confirmation shall be agreed between the Parties in the form set out at SCHEDULE 4 ("**Booking Confirmation**").
- 9.1.2 The Booking Confirmation shall specify:
 - (a) the date and time at which the RNG shall arrive at the CGI Site;
 - (b) the maximum quantity of RNG to be transported to the CGI Site for Decanting at that date and time.
- 9.1.3 No Booking Confirmation shall take effect prior to the Commercial Operations Date (other than where required for the purpose of Commissioning in accordance with Clause 4).

9.2 Transportation

- 9.2.1 Each Producer shall ensure that RNG is transported to and within the CGI Site in compliance with the requirements of Clause 11 (specifically including the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations 2011) as amended from time to time. This obligation shall include the requirement to ensure (without limitation) that all equipment (including any vehicles) used in transporting RNG to and within the CGI Site is of the requisite standard, specification and condition, and personnel involved are of the requisite standard and have had all necessary training that a Reasonable and Prudent Operator would expect.
- 9.2.2 GNI does not at any time pursuant to this Agreement take ownership of or risk in the RNG upon it arriving at the CGI Site or at any time thereafter. Title and risk in RNG that has been Decanted shall be governed by the Code of Operations.

10. NATURAL GAS QUALITY SPECIFICATION AND SPOT SAMPLING

- 10.1 Each Producer shall ensure that all RNG it transports to the CGI Site for Decanting is in full compliance with the Natural Gas Quality Specification and applicable Site Policies.

- 10.2 Where GNI identifies that the Producer is in breach of Clause 10.1 or the RNG transported to the CGI Site otherwise contains impurities which are not usually found in the RNG to be delivered at the CGI Facility, GNI shall exercise its rights under Clause 8.2.2.
- 10.3 GNI may instruct the Producer to have RNG that is not Decanted pursuant to Clause 10.2 analysed by an Accredited Laboratory (or a laboratory otherwise approved by GNI) at the Producer's cost. Any results or reports from such analysis will be provided to GNI as soon as reasonably practicable.
- 10.4 **Spot Sampling**
- 10.4.1 The Producer acknowledges that the CSA requires Spot Sampling and laboratory analysis of RNG. The current requirements of the CSA are reflected in SCHEDULE 5. The Producer shall comply with the requirements of SCHEDULE 5 in relation to monitoring of RNG quality and Spot Sampling.
- 10.4.2 The Transporter reserves the right in the CSA to undertake further Spot Sampling in addition to the Spot Sampling required at SCHEDULE 5 at its own cost from time to time. The Producer shall fully co-operate with any such requests in accordance with Clause 5.1, including permitting access to the Producer's Facility where reasonably required and allowing GNI to take samples of RNG (acting as a Reasonable and Prudent Operator) at no cost.

11. **COMPLIANCE WITH LEGAL REQUIREMENTS, SITE POLICIES AND CSA**

- 11.1 Each Producer is required to comply at all times (and procure the compliance of any agent, representative, contractor or subcontractor performing functions under this Agreement on its behalf, including any third party transporting RNG to the CGI Facility) with the following (each as updated and amended from time to time):
- 11.1.1 all Legal Requirements;
- 11.1.2 the terms and conditions of this Agreement; and
- 11.1.3 the Site Policies.
- 11.2 The Parties acknowledge and agree that GNI may, acting as a Reasonable and Prudent Operator, amend the Site Policies from time to time by notice in writing and may develop new Local Operating Procedures which may be included in the Site Policies. GNI shall use reasonable endeavours to give prior notice in advance of any such new Local Operating Procedures and any amendments to the Site Policies taking effect that it anticipates will have an impact on the Producer's operations. For the avoidance of doubt, any updated and amended Site Policies shall replace and take precedence over the previously existing Site Policies.
- 11.3 In the event of a Party discovering any discrepancy, conflict or inconsistency in or between this Agreement and any Site Policies, it shall promptly notify the

other Party thereof and, as soon as reasonably practicable thereafter, GNI shall notify the Producer as to which provision shall prevail in that instance.

- 11.4 Subject to Clause 19.5, where, pursuant to any Legal Requirement, either Party (including GNI in its roles as both Transporter and CGI Administrator) is required to take a particular action or not to take or to cease a particular action, nothing in this Agreement shall prevent such Party from taking such action or not taking, or ceasing to take, such action and such Party shall not be in breach of any of its obligations to the other Party pursuant to this Agreement.

11.5 Compliance with CSA

- 11.5.1 The Producer acknowledges and agrees that it has been provided with a copy of the CSA in respect of the CGI Facility and that:

- (a) the CSA obliges GNI to procure compliance by the Producer and its contractors, servants or agents with certain obligations and the Producer shall comply with such obligations; and
- (b) the Producer shall not, by any act or omission, cause or contribute to GNI being in breach of the CSA.

12. COMMUNICATIONS PLAN

- 12.1 GNI may develop and notify to the Producer a communications plan outlining the process for operational communications between the Producer and GNI (the "**Communications Plan**") which the Parties shall comply with. The Communications Plan, if developed, shall be a Local Operating Procedure under this Agreement.

13. EMERGENCIES

- 13.1 The existence of an Emergency at the CGI Facility or in respect of the Transportation System shall be solely determined pursuant to the Code of Operations and shall continue until such time as it is determined that the circumstances which gave rise to the Emergency no longer apply and that normal operation at the CGI Facility may be resumed and the CGI Services recommenced.

- 13.2 The existence of an Emergency in respect of the CGI Amenities shall be solely determined by GNI and shall continue until such time as GNI determines that the circumstances which gave rise to the Emergency no longer apply and that normal operation at the CGI Amenities may be resumed and the CGI Services recommenced.

- 13.3 Where an Emergency, or circumstances which could give rise to an Emergency, arise, GNI may exercise its rights pursuant to Clause 8.2.2 in order to (without limitation):

- 13.3.1 comply with any Legal Requirement;
- 13.3.2 protect or maintain the integrity of the CGI Facility;

- 13.3.3 protect or maintain the integrity of the Transportation System;
- 13.3.4 relieve or prevent an Emergency; or
- 13.3.5 comply with the requirements, procedures or instructions of the National Gas Emergency Manager or the Natural Gas Emergency Plan.

14. GNI OBLIGATIONS

- 14.1 GNI shall operate, maintain and repair the CGI Amenities in accordance with the applicable Site Policies and Legal Requirements, to the standard of a Reasonable and Prudent Operator.
- 14.2 GNI shall use reasonable endeavours to provide prior notice to the Producer of any activity it is aware of affecting the CGI Amenities, CGI Facility or Transportation System that may affect the Producer's operations.

15. INSPECTION AND AUDIT

15.1 Inspection and Audit by GNI

- 15.1.1 In accordance with Clause 5.1, the Producer shall grant (or procure that any relevant third party grants) GNI (and/or any third party appointed by GNI for such purpose) upon reasonable prior notice a right (but not an obligation) to inspect any Producer's Facility and any relevant records, books, accounts, correspondence or documents of any other kind where reasonably required:
 - (a) in order to audit any provision of this Agreement under which the Producer has obligations the performance of which are capable of being verified by audit; or
 - (b) by GNI in order to fulfil its obligations under this Agreement, any Legal Requirement, any Relevant Approval, and/or as required by a Competent Authority.
- 15.1.2 The Parties (and any relevant third parties) shall cooperate in good faith in order to facilitate any inspection pursuant to Clause 15.1.1 in a safe manner.
- 15.1.3 Neither exercise by GNI of its right under Clause 15.1.1, nor the failure by GNI to exercise such right, shall relieve the Producer from any liability or obligation under this Agreement.

15.2 Audit of Measurement Equipment

- 15.2.1 The Producer may, no more than once in any Gas Year and where it has reason to believe that the Measurement Equipment used for the CGI Metering in respect of the CGI Gas Point is measuring outside of the level of certainty required in the Code of Operations, submit a written request to GNI to exercise its right under the CSA

to request that all or part of the Measurement Equipment at the CGI Facility is verified.

- 15.2.2 GNI shall consider and may refuse any such request acting as a Reasonable and Prudent Operator. Without prejudice to the foregoing, it is acknowledged that any such request may be declined where the relevant equipment has been verified within the previous twelve (12) months.
- 15.2.3 The Producer will be responsible for all costs incurred in undertaking such verification. Where it is concluded that the Measurement Equipment was not operating within the level of certainty required in the Code of Operations, the Producer shall be reimbursed for such costs.

16. PRODUCER'S COST ALLOCATION

16.1 GNI shall calculate the Producer's Cost Allocation.

16.2 The Producer's Cost Allocation shall comprise the:

- 16.2.1 Producer's Compression Cost Allocation; and
- 16.2.2 Producer's Non-Compression Cost Allocation.

16.3 Application of the Producer's Cost Allocation

- 16.3.1 The Producer's Compression Cost Allocation shall be applied to Development and Construction Costs that in the opinion of GNI, at its sole discretion, relate to Compression Facilities comprising part of the CGI Facility ("**Compression Costs**").
- 16.3.2 The Producer's Non-Compression Cost Allocation shall be applied to all other Development and Construction Costs that are not Compression Costs.

16.4 Producer's Compression Cost Allocation

- 16.4.1 Where SCHEDULE 1 states that Compression Facilities are required by the Producer, the Producer's Compression Cost Allocation shall be a value between zero (0) and one (1), to be calculated by dividing the Decanting Capacity Limit (Annual) by the Intended Technical Capacity (Compression Only).
- 16.4.2 Where SCHEDULE 1 states that Compression Facilities are not required, the Producer's Compression Cost Allocation shall be zero (0) and the Producer shall not be liable for any part of the Compression Costs.

16.5 Producer's Non-Compression Cost Allocation

- 16.5.1 The Producer's Non-Compression Cost Allocation shall be a value between 0 and 1, to be calculated by dividing the Decanting Capacity Limit (Annual) by the Intended Technical Capacity.

17. PRODUCER'S UPFRONT COSTS

17.1 Liability for Producer's Share of the Development and Construction Costs

- 17.1.1 The Producer shall be liable for the Producer's Share of the Development and Construction Costs.

- 17.1.2 The Producer's Share of the Development and Construction Costs shall be recovered by GNI through:

- (a) the Producer's Upfront Costs; and
- (b) the Committed Gas Flow and any associated Shortfall Amount (as described in Clause 19).

- 17.1.3 The **"Producer's Upfront Costs"** shall comprise the following payments:

- (a) the Development and Construction Costs Contribution; and
- (b) if any, the Supplemental Economic Test Contribution.

17.2 Initial Notification of Costs

- 17.2.1 **Final Costs:** Where the Agreement Date is after the Final Completion Date, on or prior to the Agreement Date, GNI shall notify the Producer of the following in the form appended at SCHEDULE 3, part 1 (subject to any necessary amendments):

- (a) the Final Development and Construction Costs;
- (b) the Producer's Cost Allocation (specifying both the Producer's Compression Cost Allocation and Producer's Non-Compression Cost Allocation);
- (c) the Producer's Share of the Final Development and Construction Costs;
- (d) the Final Development and Construction Costs Contribution;
- (e) the Supplemental Economic Test Value;
- (f) if any, the Final Supplemental Economic Test Contribution; and
- (g) the Final Capital Recovery Amount; and
- (h) the Revenue Requirement,

(the "**Final Costs**").

17.2.2 **Estimated Costs:** Where the Agreement Date is before the Final Completion Date, on or prior to the Agreement Date, GNI shall notify the Producer of the following in the form appended at SCHEDULE 3, part 1 (subject to any necessary amendments):

- (a) the Estimated Development and Construction Costs;
- (b) the Producer's Cost Allocation (specifying both the Producer's Compression Cost Allocation and Producer's Non-Compression Cost Allocation);
- (c) the Producer's Share of the Estimated Development and Construction Costs;
- (d) the Estimated Development and Construction Costs Contribution;
- (e) the Supplemental Economic Test Value;
- (f) if any, the Estimated Supplemental Economic Test Contribution;
- (g) the Estimated Capital Recovery Amount; and
- (h) the Revenue Requirement,

(the "**Estimated Costs**").

17.3 **Final Costs Notification**

17.3.1 Where the Agreement Date is before the Final Completion Date, as soon as reasonably practicable and in any event within one (1) calendar year from the Final Completion Date occurring, GNI shall notify the Producer of the Final Costs, as set out above at Clause 17.2.1 ("**Final Costs Notification**").

17.4 **Interim Estimated Costs Update**

17.4.1 The Parties acknowledge and agree that GNI may, prior to the Final Completion Date, recalculate the Estimated Development and Construction Costs in order to account for (without limitation) changes in the price of materials, changes in Programme or other unforeseen matters that may arise.

17.4.2 Where GNI elects to recalculate the Estimated Development and Construction Costs, it shall notify the Producer of the Estimated Costs as recalculated (an "**Interim Estimated Costs Update**").

17.5 **Development and Construction Costs Contribution**

- 17.5.1 **Final Development and Construction Costs Contribution:** Where the Agreement Date is after the Final Completion Date, the Producer shall pay the Final Development and Construction Costs Contribution to GNI within ten (10) Business Days from the Agreement Date.
- 17.5.2 **Estimated Development and Construction Costs Contribution:** Where the Agreement Date is before the Final Completion Date, the Producer shall pay the Estimated Development and Construction Costs Contribution to GNI within ten (10) Business Days from the Agreement Date.
- 17.5.3 **Final Costs Notification:** Where the Producer has paid the Estimated Development and Construction Costs Contribution, following the issuance of the Final Costs Notification, where:
- (a) the Final Development and Construction Costs Contribution exceeds the Estimated Development and Construction Costs Contribution, the Producer shall be liable to pay GNI the difference between such amounts; and
 - (b) the Estimated Development and Construction Costs Contribution exceeds the Final Development and Construction Costs Contribution, GNI shall be liable to pay the Producer the difference between such amounts.
- 17.5.4 **Interim Estimated Costs Update:** Where the Producer has paid the Estimated Development and Construction Costs Contribution, following the issuance of an Interim Estimated Costs Update, where:
- (a) the Estimated Development and Construction Costs Contribution (as recalculated) exceeds the Estimated Development and Construction Costs Contribution (as paid), the Producer shall be liable to pay GNI the difference between such amounts; and
 - (b) the Estimated Development and Construction Costs Contribution (as paid) exceeds the Estimated Development and Construction Costs Contribution (as recalculated), GNI shall be liable to pay the Producer the difference between such amounts.

17.6 Supplemental Economic Test Contribution

The Supplemental Economic Test Contribution shall be calculated and payable in accordance with the same methodology as outlined above at Clause 17.5, with references to "Estimated Development and Construction Costs Contribution" being replaced with "Estimated Supplemental Economic Test Contribution" and references to the "Final Development and Construction Costs Contribution" being replaced with "Final Supplemental Economic Test Contribution".

17.7 Payment following a Final Costs Notification or Interim Estimated Costs Update

17.7.1 Any amounts payable following the issuance of a Final Costs Notification or Interim Estimated Costs Update shall be paid by the relevant Party in accordance with Clause 21.

18. CALCULATION OF REVENUE REQUIREMENT

18.1 Final Capital Recovery Amount

18.1.1 Where the Agreement Date is after the Final Completion Date, GNI shall calculate the "**Final Capital Recovery Amount**", being the NPV of the balance of the Producer's Share of the Final Development and Construction Costs remaining unpaid, taking into account:

- (a) payment of the Producer's Upfront Costs;
- (b) (as applicable) the Aggregate Discounted Net Revenue; and
- (c) (as applicable) any Shortfall Amount paid,

in accordance with the methodology outlined at SCHEDULE 3.

18.1.2 In such circumstances:

- (a) the Revenue Requirement shall be calculated by reference to the Final Capital Recovery Amount in accordance with the methodology outlined at SCHEDULE 3.
- (b) the Final Capital Recovery Amount and Revenue Requirement shall be communicated by GNI to the Producer in accordance with Clause 17.2.1.

18.2 Estimated Capital Recovery Amount

18.2.1 Where the Agreement Date is before the Final Completion Date, GNI shall calculate the "**Estimated Capital Recovery Amount**", being the NPV of the balance of the Producer's Share of the Estimated Development and Construction Costs remaining unpaid, taking into account:

- (a) payment of the Producer's Upfront Costs;
- (b) (as applicable) the Aggregate Discounted Net Revenue; and
- (c) (as applicable) any Shortfall Amount paid,

in accordance with the methodology outlined at SCHEDULE 3.

18.2.2 In such circumstances:

- (a) the Revenue Requirement shall be calculated by reference to the Estimated Capital Recovery Amount in accordance with the methodology outlined at SCHEDULE 3; and
- (b) the Estimated Capital Recovery Amount and Revenue Requirement shall be communicated by GNI to the Producer in accordance with Clause 17.2.2.

18.3 Final Costs Notification

- 18.3.1 Where the Final Completion Date occurs prior to the expiry of the Capital Recovery Period, the Revenue Requirement shall be recalculated by GNI in accordance with Clause 18.1 and communicated in the Final Costs Notification. Such recalculated Revenue Requirement shall take effect from the start of the next Recovery Year (unless issued in the final Recovery Year, in which case it will take effect immediately).
- 18.3.2 In the event that the Final Completion Date occurs following the expiry of the Capital Recovery Period, there shall be no change to the Revenue Requirement.

18.4 Interim Estimated Costs Update

- 18.4.1 When issuing an Interim Estimated Costs Update, the Revenue Requirement shall be recalculated by GNI in accordance with Clause 18.2 and communicated in the Interim Estimated Costs Update. Such recalculated Revenue Requirement shall take effect from the start of the next Recovery Year (unless issued in the final Recovery Year, in which case it will take effect immediately).

19. COMMITTED GAS FLOW

- 19.1 **Committed Gas Flow:** The Producer shall procure that, in each Recovery Year of the Capital Recovery Period, the Aggregate Delivered Quantity shall be not less than the quantity of RNG determined in accordance with SCHEDULE 3 in respect of that Recovery Year, calculated as the volume required to achieve the Revenue Requirement (the "**Committed Gas Flow**").
- 19.2 For the avoidance of doubt, this Agreement shall continue in full force and effect following the expiry of the Capital Recovery Period (unless otherwise terminated in accordance with its terms) but the Revenue Requirement and Committed Gas Flow shall no longer apply.
- 19.3 GNI shall issue a statement (the "**Statement**") to the Producer as soon as reasonably practicable following the last gas flow day of each Recovery Year (the "**Statement Date**") indicating:
 - 19.3.1 the Aggregate Delivered Quantity in respect of the Recovery Year ending on the Statement Date;

- 19.3.2 the Aggregate Delivered Quantity in respect of each Recovery Year of the Capital Recovery Period up to that Statement Date;
- 19.3.3 the Revenue Requirement in respect of the Recovery Year ending on the Statement Date (as derived from SCHEDULE 3 and updated or amended from time to time);
- 19.3.4 the aggregate Revenue Requirement in respect of each Recovery Year of the Capital Recovery Period up to that Statement Date ("**Aggregate Revenue Requirement**");
- 19.3.5 the amount calculated by GNI as being derived or deemed to be derived from Attributable Tariffs associated with the Aggregate Delivered Quantity in respect of the Recovery Year ending on the Statement Date ("**Attributable Revenue**");
- 19.3.6 the aggregate Attributable Revenue associated with the Aggregate Delivered Quantity in each Recovery Year of the Capital Recovery Period up to the end of the Statement Date ("**Aggregate Attributable Revenue**");
- 19.3.7 the "**Aggregate Attributable Net Revenue**", being the Aggregate Attributable Revenue less the CGI Operating Cost incurred by GNI in each Recovery Year of the Capital Recovery Period up to the end of the Statement Date;
- 19.3.8 the Shortfall Amount (if any) calculated in accordance with Clause 19.4; and
- 19.3.9 the remaining unpaid balance of (i) the Estimated Capital Recovery Amount, where the Final Completion Date has not yet occurred; or (ii) the Final Capital Recovery Amount, where the Final Completion Date has occurred and the Final Capital Recovery Amount has been notified to the Producer.
- 19.4 If, at the end of any Recovery Year, the Aggregate Revenue Requirement exceeds the Aggregate Attributable Net Revenue, an amount (the "**Shortfall Amount**") shall be calculated as follows:

$$SA = AGG\ RR - (AGG\ ANR + X)$$

where

SA = the Shortfall Amount

AGG RR = the Aggregate Revenue Requirement

AGG ANR = Aggregate Attributable Net Revenue

X = any Shortfall Amount paid to GNI in any previous year of the Capital Recovery Period.

Where the Shortfall Amount results in a negative value, it shall be deemed to be zero Euro (€0).

19.5 The obligation on the Producer to:

19.5.1 ensure that the Aggregate Delivered Quantity in each Recovery Year is not less than the Committed Gas Flow; and

19.5.2 pay any Shortfall Amount calculated as being due by the Producer,

shall apply notwithstanding any event of Force Majeure or change in Legal Requirement impacting the production or transport of RNG by the Producer.

19.6 Any Shortfall Amounts shall be paid by the Producer in accordance with Clause 21.

19.7 **Changes to Committed Gas Flow**

The Parties acknowledge and agree that the Committed Gas Flow may be amended from time to time by GNI by notice in writing in order to account for changes to the Attributable Tariffs and/or the Revenue Requirement. Such recalculated Committed Gas Flow shall take effect from the start of the next Recovery Year (unless issued in the final Recovery Year, in which case it will take effect immediately). The Committed Gas Flow in prior Recovery Years cannot be amended pursuant to this Clause 19.7.

20. **FINANCIAL SECURITY**

20.1 **Requirement for Financial Security:** Within ten (10) Business Days from the Agreement Date, the Producer is required to put in place and thereafter maintain financial security on the terms set out in this Clause 20 for and in respect of its obligation to pay for the Producer's Share of Development and Construction Costs (the "**Financial Security**") in the relevant amount specified in Clause 20.3 for the Security Period.

20.2 **Expiry of Security Period:** The Security Period shall expire at the date that GNI issues a Statement which provides that the Aggregate Attributable Revenue is equal to or more than forty nine percent (49%) of the Producer's Share of the Estimated Development and Construction Costs or the Producer's Share of the Final Development and Construction Costs (as appropriate) (the "**Security Period End Date**").

20.3 **Amount of Security**

20.3.1 When initially put in place pursuant to Clause 20.1, the Financial Security shall be for an amount not less than:

- (a) if the Agreement Date is after the Final Completion Date, forty nine percent (49%) of the Producer's Share of the Final Development and Construction Costs; or

- (b) if the Agreement Date is before the Final Completion Date, forty nine percent (49%) of the Producer's Share of the Estimated Development and Construction Costs.

20.3.2 **Amendment to Financial Security:** Following each Statement Date, the Financial Security may be revalued upon request from either Party to an amount to be calculated by GNI equal to:

Forty nine percent (49%) of the Producer's Share of the Development and Construction Costs (as amended from time to time)

minus

The Aggregate Attributable Revenue received by GNI up to that Statement Date.

The Parties acknowledge and agree that the amount of the Financial Security required may increase or decrease in accordance with such revaluation.

The Producer shall as soon as reasonably practicable and in any event within one (1) month from notification of the revalued Financial Security Amount by GNI, procure that new, amended or replacement Financial Security is provided for such revalued amount.

Where the revalued amount value is less than or equal to zero Euro (€0), it will be deemed that the Security Period End Date has occurred at the Statement Date and the Producer will have no obligation to provide Financial Security.

20.3.3 **Amendment to Financial Security following Final Completion Date:** Unless otherwise agreed between the Parties in writing, where the Agreement Date is before the Final Completion Date, following the Final Completion Date taking place and the Final Costs Notification being received by the Producer, the Producer shall as soon as reasonably practicable and in any event within one (1) month from receipt of the Final Costs Notification, procure that new, amended or replacement Financial Security is provided for an amount equal to:

Forty nine percent (49%) of the Producer's Share of the Final Development and Construction Costs

minus

The Aggregate Attributable Revenue received by GNI up to the Final Completion Date (which shall be communicated to the Producer by GNI in the Final Costs Notification).

Where this value is less than or equal to zero Euro (€0), it will be deemed that the Security Period End Date has occurred at the Final

Completion Date and the Producer will have no obligation to provide Financial Security.

The Parties acknowledge and agree that even where a Security Period End Date has occurred, calculated by reference to the Producer's Share of the Estimated Development and Construction Costs, the Producer may still be required to provide Financial Security under this Clause 20.3.3 where the formula above results in a positive value greater than zero Euro (€0). In such circumstances, the Security Period will be deemed to restart at the Final Completion Date and continue until the Security Period End Date (as calculated by reference to the Producer's Share of the Final Development and Construction Costs).

20.4 **Form of Security:** The form of Financial Security shall comply substantially with the requirements of the Financial Security Policy and be approved by GNI in writing.

20.5 **Replacement Security:** In circumstances where the Financial Security is due to expire prior to the Security Period End Date (the "**Expiring Security**"), the Producer shall ensure that replacement security (on the same terms as the Expiring Security or otherwise as approved by GNI in writing) is put in place by not later than two (2) months prior to the date on which the Expiring Security is due to expire with an effective date to be approved by GNI. Where the Expiring Security is a Letter of Credit, the Producer shall ensure that replacement security is put in place by not later than the date three (3) months prior to the date on which the Expiring Security is due to expire with an effective date to be approved by GNI.

20.6 **Failure to amend or replace Financial Security:** Failure by the Producer to:

20.6.1 provide new, amended or replacement Financial Security in accordance with Clauses 20.3.2 or Clause 20.3.3 (where the value of the Financial Security required has increased only); or

20.6.2 replace Expiring Security in accordance with Clause 20.5;

shall entitle GNI to draw down the existing Financial Security for the full amount secured and such monies shall be held by GNI in an interest bearing bank account (the "**Account**") on trust for the Producer but for the benefit of GNI as security for the Producer's payment obligations under this Agreement. For the avoidance of doubt, GNI would be entitled to withdraw funds from the Account in circumstances where it would otherwise have been entitled to draw down from the Financial Security pursuant to this Agreement. Where appropriate Financial Security is subsequently put in place in accordance with this Agreement to the reasonable satisfaction of GNI, GNI shall arrange for the return of the drawn down Financial Security from the Account to the Producer.

20.7 **Further Security:** If the credit rating of the issuer of any Financial Security, put in place by the Producer in accordance with the requirements of this Agreement, falls below the Approved Credit Rating, GNI may require the

Producer to replace such issuer with an entity possessing a credit rating which is equal to or exceeds the Approved Credit Rating. The Producer shall effect such replacement as soon as reasonably practicable from request by GNI. Where such replacement Financial Security is not provided within one (1) month, GNI may draw down the full amount of the Financial Security to be held in the Account on trust for the Producer but for the benefit of GNI as security for the Producer's payment obligations under this Agreement until such time as Financial Security is provided from an issuer with an Approved Credit Rating.

20.8 **Drawing on Financial Security:** Without prejudice to GNI's other rights and remedies under this Agreement, GNI shall be entitled to draw down from the Financial Security in accordance with its terms and without prejudice to the generality of the foregoing where the Producer fails to discharge any payment obligations under the Agreement in accordance with Clause 21.6.2.

20.9 **Financial Security Policy:** Reference to the "**Financial Security Policy**" is to such policy as may be amended from time to time and published on GNI's website. Where the Commission has issued a decision in relation to the Financial Security Policy, the Financial Security Policy shall be read and construed consistently with such decision pending review of the Financial Security Policy to reflect the decision.

20.10 **Final Release of Financial Security:** Financial Security provided by the Producer shall be released at the earlier of the following:

20.10.1 GNI confirms in writing that the Financial Security can be released at its discretion; or

20.10.2 in any event, not later than nine (9) months following the expiry of the Security Period,

(save to the extent of any required draw down of Financial Security previously notified to the Producer, other than draw down pursuant to Clause 20.6).

21. **PAYMENT**

21.1 The amounts payable by the Producer in respect of the Producer's Share of the Development and Construction Costs pursuant to this Agreement are as follows:

21.1.1 the Development and Construction Costs Contribution (including any amounts due in accordance with Clause 17.5.3 and/or Clause 17.5.4);

21.1.2 the Supplemental Economic Test Contribution (if any) (including any amounts due in accordance with Clause 17.5.3 and/or Clause 17.5.4, as read in conjunction with Clause 17.6);

21.1.3 in the event that this Agreement is terminated pursuant to Clause 25, the Termination Costs; and

21.1.4 any Shortfall Amounts.

- 21.2 **Invoicing:** GNI shall be entitled to issue one or more invoices in respect of any such sum or sums payable to it by the Producer under this Agreement.
- 21.3 **Supporting Documentation:** Any invoice issued under this Clause 21 shall contain such supporting documentation as GNI considers appropriate, acting as a Reasonable and Prudent Operator.
- 21.4 **Due date for Payment:** The Producer shall settle each invoice in full, and without deduction for any amount of the invoice which may be in Dispute, by the Due Date for Payment by making payment to the bank account specified in the relevant invoice, or such alternative bank account as GNI may from time to time notify to the Producer. The "**Due Date for Payment**" shall be:
- 21.4.1 within twenty (20) Business Days of the date of the invoice; or
 - 21.4.2 in the case of the Development and Construction Costs Contribution and the Supplemental Economic Test Contribution (not including any additional amounts due following a Final Costs Notification or Interim Estimated Costs Update), no later than ten (10) Business Days following the Agreement Date.
- 21.5 **Interest on Late Payment:** If the Producer fails to make payment in full of an amount invoiced pursuant to this Clause 21 by the Due Date for Payment, such overdue payment shall bear interest, calculated daily and compounded monthly from the Due Date for Payment until the date on which payment is received at the rate of Euribor plus four percent (4%).
- 21.6 **Failure by the Producer to comply with Payment Obligations:** Without prejudice to GNI's right to claim interest under Clause 21.5 and its other rights and remedies under this Agreement, where the Producer fails to make payment in full of an amount invoiced within ten (10) Business Days from a written notice by GNI to the Producer specifying that an invoice remains unpaid following the Due Date for Payment, GNI shall be entitled to:
- 21.6.1 suspend the performance of its obligations under this Agreement (including the CGI Services) until the date of actual payment and extend the Programme accordingly to reflect the impact of any such suspension which extension may or may not reflect the duration of the suspension period depending on the circumstances;
 - 21.6.2 draw down from the Financial Security the outstanding amount due together with any interest calculated in accordance with Clause 21.5;
 - 21.6.3 set-off against all or part of the amount due, any monies or credits which GNI, or parties acting on its behalf, may be holding for the benefit of the Producer; and/or
 - 21.6.4 instruct the Transporter to not establish a CGI Gas Point in respect of the Producer or otherwise refuse to confirm the Commercial Operations Date while any such invoiced amount remains outstanding.

21.7 **Right to Dispute Invoices:**

21.7.1 Subject to compliance with the requirements of Clause 21.4 to settle invoices in full by the Due Date for Payment, the Producer shall on notice to GNI be entitled to dispute all or part of any invoice within twenty (20) Business Days of the date on which the invoice is issued in accordance with Clause 21.2 and such notice shall set out full details of the reasons why the amount set out in the invoice is in dispute. If the Parties are unable to resolve the Dispute in accordance with Clause 27.1, the matter shall be referred for determination by an Expert in accordance with Clause 27.2.

21.7.2 **Interest on Disputed Amounts:** Where a Dispute in respect of an invoice is agreed or determined in favour of the Producer, GNI shall pay the Producer such amount as has been agreed or determined to be payable by GNI together with interest calculated daily and compounded monthly from the date of payment of the relevant invoice at a rate of Euribor plus two percent (2%).

21.8 **Amounts Exclusive of VAT:** If under this Agreement, GNI makes a supply to the Producer for VAT purposes and VAT is or becomes chargeable on that supply, the Producer shall pay to GNI a sum equal to the amount of the VAT chargeable (the "**VAT Amount**") in addition to the consideration payable for the supply. The Producer shall pay the VAT Amount at the same time as paying the consideration payable for the supply.

21.9 **Acknowledgement by the Producer:** The Producer agrees and acknowledges that failure by it to make timely payment in accordance with the provisions of this Clause 21 may:

21.9.1 increase the Development and Construction Costs which may be incurred by GNI, and for which the Producer will be partly liable, in accordance with this Agreement; and

21.9.2 delay the Programme.

21.10 **GNI's Payment Obligations:** GNI will pay to the Producer any amounts due following the issuance of a Final Costs Notification or Interim Estimated Costs Update within thirty (30) Business Days from such notice being issued.

22. **OWNERSHIP OF CGI FACILITY**

22.1 **Ownership of the CGI Facility:** The Parties agree that the Producer has no right, title or interest in respect of the CGI Facility, CGI Amenities or the CGI Site which is the sole property of GNI.

22.2 **No Entitlement to Capacity:** The Producer agrees that this Agreement does not confer on any person an entitlement to Entry Capacity, Exit Capacity or Supply Point Capacity on the Transportation System. For the avoidance of doubt, only a Shipper may book capacity on the Transportation System in accordance with the Code of Operations.

- 22.3 **Ownership of Intellectual Property:** Ownership and copyright to all drawings, specifications, and/or other documents produced by or on behalf of GNI in connection with the CGI Facility (including its construction and operation) and any designs contained in them shall vest solely in GNI.
- 22.4 **Modification to the CGI Facility:** The Producer acknowledges and agrees that the Transporter may modify the CGI Facility (including to repair and replace parts thereof) from time to time acting as a Reasonable and Prudent Operator. GNI shall use reasonable endeavours to give prior notice in advance of any modifications that it anticipates will have an impact on the performance of the CGI Services.
23. **LIMITATIONS ON LIABILITY AND INDEMNITIES**
- 23.1 **Liability Cap:** Subject to Clauses 23.2 and 23.3 and the Producer's liability for the Producer's Share of the Development and Construction Costs and the Termination Costs, neither Party shall be liable to the other Party for any liability or Loss in excess of €100,000 (one hundred thousand Euro) in aggregate arising out of or in connection with the performance, non-performance or contemplated performance of this Agreement (whether arising in contract, tort (including negligence) or breach of statutory duty, warranty, misrepresentation, restitution or otherwise) and the Party liable is hereby released from any liability in excess of such amount.
- 23.2 **No Liability for Consequential Loss:** Subject to Clause 23.3, neither Party shall be liable to the other Party for any loss of profit, loss of revenue, loss of opportunity, punitive or exemplary damages or any indirect, consequential or incidental damages.
- 23.3 **Exceptions to Limitations of Liability:** No limitation on liability shall apply or in any way restrict a Party's liability in respect of:
- 23.3.1 fraud;
 - 23.3.2 wilful default;
 - 23.3.3 personal injury or death caused by the negligence on the part of the relevant Party or an employee of such Party; or
 - 23.3.4 any indemnity given under this Agreement.
- 23.4 **Liability to GNI and Third Party Liability:** The Producer shall indemnify and keep GNI indemnified, from and after the Agreement Date, against all Losses incurred by GNI (including Losses arising in connection with third party claims) arising out of or in connection with:
- 23.4.1 any breach of this Agreement; or
 - 23.4.2 any negligence or breach of duty,
- by the Producer or its Affiliates or their respective contractors or assigns (except to the extent that such Losses are caused by any breach of this

Agreement or negligence or breach of duty by GNI or its contractors or assigns).

24. INSURANCE OBLIGATIONS

- 24.1 **Public Liability Insurance:** The Producer shall, as a Producer Condition Precedent, procure and thereafter maintain for the term of the Agreement public liability insurance with a reputable insurer with a limit of indemnity of not less than €6,500,000 per claim or series of claims arising from one event and unlimited in the aggregate.
- 24.2 **Employer's Liability Insurance:** The Producer shall, as a Producer Condition Precedent, procure and thereafter maintain for the term of the Agreement employer's liability insurance with a reputable insurer with a limit of indemnity of not less than €13,000,000 per claim or series of claims arising from one event and unlimited in the aggregate.
- 24.3 **Motor Insurance:** The Producer shall, as a Producer Condition Precedent, procure and thereafter maintain for the term of the Agreement motor insurance with a reputable insurer with a third party property damage limit of not less than €6,500,000 per claim or series of claims arising from one event and unlimited in the aggregate.
- 24.4 **Confirmation of the Producer's Insurances:** Within five (5) Business Days from receipt of a written request during the term of the Agreement, the Producer shall provide evidence, by way of a broker's letter of confirmation that the Required Insurances have been procured by it or its Affiliate.
- 24.5 **Contractors' Insurances:** The Producer shall procure that any of its contractors or subcontractors engaged in connection with this Agreement shall maintain insurances of a type and at levels no less than those required to be maintained by the Producer under this Clause 24, and shall, upon request, provide evidence of such insurances to GNI in accordance with Clause 24.4, provided that the Producer shall have ten (10) Business Days from receipt of a written request to provide such evidence.
- 24.6 **Extension to GNI:** The Producer shall extend its insurance policies (subject to the terms, exceptions and conditions of the policy) to indemnify GNI in respect of any Losses incurred by it in accordance with Clause 23.4.
- 24.7 **Renewal of Required Insurances:** Where any of the Required Insurances that the Producer is required to maintain is due to expire during the term of this Agreement, the Producer shall, prior to their expiry, renew the Required Insurances for such a period or periods as are necessary to ensure that the Required Insurances remain in place for the duration of this Agreement. Prior to the expiry of any Required Insurance, the Producer or its Affiliate shall provide written confirmation to GNI from its insurance broker that the Required Insurances have been renewed.
- 24.8 **Compliance with Required Insurances:** The Producer shall not (and shall procure that any relevant agent, subcontractor or other representative shall not)

do or suffer to be done anything which may render its Required Insurances void.

- 24.9 **GNI Insurances:** GNI shall ensure that, from the Commercial Operations Date, at least equivalent levels of insurance to those required to be maintained by the Producer under this Agreement are in place in respect of the CGI Facility.

25. TERMINATION

- 25.1 **Pre-Condition to Termination:** In circumstances where a Party is entitled to terminate this Agreement under Clauses 25.2, 25.4 or 25.5 (but excluding Clauses 25.2.3 and 25.2.4), where the cause of termination is reasonably capable of being remedied, it shall not issue a notice to terminate unless:

25.1.1 it shall have firstly issued to the other Party (the "**Defaulting Party**") written notification of its intention to terminate and the reason for such termination; and

25.1.2 the Defaulting Party has failed to rectify the situation to the satisfaction of the terminating Party (acting reasonably) within twenty (20) Business Days from the date of receipt of such notification or within such other reasonable period as the Parties may agree at their discretion.

- 25.2 **GNI's Termination Rights for Default:** GNI shall be entitled to terminate this Agreement on fifteen (15) Business Days' notice (excluding termination under Clause 25.2.4) by serving a notice of termination on the Producer in the event that:

25.2.1 the Producer breaches its obligation to provide, maintain or (where relevant) extend or replace the Financial Security in accordance with the requirements of Clause 20;

25.2.2 the Producer has failed to satisfy all or any of the Conditions Precedent in accordance with Clause 3.4;

25.2.3 there is a Persistent Breach pursuant to Clause 26;

25.2.4 the Producer is an Unsuitable Counterparty (in which case, such notice of termination may take effect immediately); or

25.2.5 following the Commercial Operations Date, no RNG produced by the Producer is Decanted at the CGI Gas Point for any consecutive period of six (6) months or more (other than due to a default on the part of GNI or an event of Force Majeure).

- 25.3 **GNI Right of Termination without Default:** GNI shall be entitled to terminate this Agreement immediately by written notice where it is legally obliged to do so or where there is a change to a Legal Requirement which renders it impossible or unlawful for GNI to carry out its material obligations under this Agreement.

- 25.4 **Mutual Rights of Termination for Default:** Either Party shall be entitled to terminate this Agreement on fifteen (15) Business Days' notice by serving a notice of termination on the Defaulting Party in the event that:
- 25.4.1 there is a failure by the Defaulting Party to make, when due, any payment under this Agreement required to be made;
 - 25.4.2 there is any material breach by the Defaulting Party of its obligations pursuant to this Agreement;
 - 25.4.3 if the Defaulting Party becomes insolvent, unable to pay its debts when they fall due, ceases to trade or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or is dissolved for any reason or has bona fide legal proceedings started against it for its winding-up which are not vexatious or incompetent;
 - 25.4.4 if, in respect of the Defaulting Party, any bona fide action or other steps are taken or legal proceedings are started (and are not withdrawn within ten (10) Business Days) for the liquidation, winding-up, dissolution or for the appointment of a receiver, liquidator, administrator, examiner or similar officer of the Defaulting Party;
 - 25.4.5 if, in respect of the Defaulting Party, an encumbrancer takes possession of, or a liquidator, receiver or an administrator or examiner is appointed over a substantial part of the assets of the Defaulting Party or any security granted by the Defaulting Party becomes enforceable;
 - 25.4.6 if the Defaulting Party is deemed to be unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 (and the Defaulting Party shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the Defaulting Party with recourse to all appropriate measures and procedures);
 - 25.4.7 if the Defaulting Party enters into any composition, assignment, scheme or arrangement with creditors generally of the Defaulting Party (other than for the purpose of a voluntary solvent reconstruction or amalgamation);
 - 25.4.8 if the Defaulting Party is suffering a distress, execution, sequestration or other process being levied or enforced upon or sued against all or any substantial part of its assets, rights or revenues which is not discharged, stayed, or dismissed within twenty (20) Business Days; or
 - 25.4.9 if any event equivalent or analogous to any of the events specified in Clause 25.4.3 to 25.4.8 (inclusive) above occurs in relation to the Defaulting Party in any jurisdiction.
- 25.5 **Mutual Right of Termination without Default:** Either Party shall be entitled to terminate this Agreement on fifteen (15) Business Days' notice by serving a

notice of termination on the other Party in the event that any Relevant Approvals required by GNI for the provision or performance of the Works and the CGI Services shall be refused, withdrawn, invalidated or not be renewed.

25.6 **Termination for Prolonged Force Majeure:** Either Party shall be entitled to terminate this Agreement on fifteen (15) Business Days' notice by serving a notice of termination on the other Party in the event that there is a prolonged event of Force Majeure which gives rise to a right to terminate in accordance with Clause 28.2.

25.7 **Producer's Right to Terminate for Convenience:** The Producer may terminate the Agreement at any time for convenience with no less than six (6) months' prior written notice to GNI.

25.8 **Termination Costs:** In the event of termination of this Agreement:

25.8.1 by GNI in accordance with Clause 25.2, Clause 25.4 or Clause 25.6;
or

25.8.2 by the Producer in accordance with Clause 25.6 or Clause 25.7,

the Producer shall be liable to pay GNI the Termination Costs and shall make payment in accordance with Clause 21.

25.9 **Survival of Rights of Action:** Termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party under this Agreement.

26. **PERSISTENT BREACH**

26.1 Where the Producer breaches any of the terms and conditions of this Agreement, any Site Policies or any applicable Legal Requirement, GNI may require the Producer to demonstrate what measures it is taking to ensure that such breach does not occur again.

26.2 The Producer shall provide an update to GNI on the relevant measures being put in place as soon as reasonably practicable and GNI may seek to exercise its rights under Clause 15 to verify that such measures have been implemented.

26.3 Where the Producer subsequently repeats such breach and GNI is not satisfied (acting as a Reasonable and Prudent Operator) that appropriate measures are being put in place to avoid further repeated breaches (a "**Persistent Breach**"), GNI may terminate this Agreement pursuant to Clause 25.2.3.

27. **DISPUTE RESOLUTION**

27.1 **Notification of a Dispute:** Subject to Clause 42.3, any Dispute between the Parties shall be resolved, if possible, by negotiation. In the event that no agreement is reached within fifteen (15) Business Days of the date on which either Party first notified the other Party that a Dispute exists, or such longer period as is specifically provided for elsewhere in this Agreement, either Party

shall have the right to have the Dispute determined in accordance with Clause 27.2 or 27.3, as appropriate.

27.2 Expert: Where this Agreement expressly provides (or the Parties otherwise agree) for a Dispute to be determined by an Expert, then the Dispute shall be referred to an Expert appointed in accordance with this Clause 27.2:

27.2.1 the Parties shall attempt to agree on the appointment of a single Expert to settle the Dispute. If, within ten (10) Business Days of the date on which the Dispute was referred for determination by an Expert under Clause 27.2, the Parties have been unable to agree on the choice of an Expert, either Party may inform the Commission of the nature and complexity of the Dispute and request it to appoint a single Expert for the determination of the Dispute and such appointment shall be binding on the Parties. If the Commission refuses to make such an appointment or does not do so within fifteen (15) Business Days of being requested by the Parties, either Party may then request the President for the time being of the IEI to appoint an Expert within fifteen (15) Business Days of being requested to do so;

27.2.2 following the appointment of the Expert, the Parties shall immediately notify the Expert of his appointment and shall request him to confirm within five (5) Business Days whether or not he is willing and able to accept the appointment. If he accepts the appointment, the Expert shall thereafter determine the procedure for the determination of the Dispute and shall notify this to the Parties;

27.2.3 unless otherwise determined by the Expert, the costs and expenses of the Expert, any independent advisers to the Expert and any costs of his or their appointment (if he is or they are appointed by agreement between the Parties, or by the Commission or the IEI) shall be borne by the unsuccessful Party; and

27.2.4 an Expert appointed under this Agreement shall not be deemed to be an arbitrator but shall render his decision as an Expert and the law relating to arbitration shall not apply to such Expert or his determination or the procedure by which he reached his decision. Subject to any right of appeal or other right which may exist at law, the determination of the Expert shall be final and binding upon the Parties.

27.3 Arbitration: Any Dispute in relation to any matter other than a matter referred to for determination by an Expert in accordance with Clause 27.2 which is not resolved by negotiation under Clause 27.1 may be referred by any Party to arbitration pursuant to this Clause 27.3. The procedure for arbitration shall be as follows:

27.3.1 the arbitrator shall be a person agreed between the Parties or, if the Parties cannot agree within ten (10) Business Days after the referral to arbitration, any Party may inform the Commission of the nature

- and complexity of the Dispute and request it to appoint a single arbitrator for the determination of the Dispute within ten (10) Business Days;
- 27.3.2 if the Commission refuses to make such an appointment or does not do so within ten (10) Business Days after the date of being requested to do so, any of the Parties may then request the President for the time being of the IEI to appoint an arbitrator within ten (10) Business Days of being requested to do so;
 - 27.3.3 subject to any right of appeal or other right which may exist at law, the arbitrator's award shall be final and binding on the Parties. The arbitration shall take place in Cork, Ireland and the language of the arbitration shall be English;
 - 27.3.4 unless otherwise agreed by the Parties, any reference to arbitration shall be conducted in accordance with the Institute of Engineers of Ireland Arbitration Procedure (2011) or any amendment or modification thereof being in force at the time of the appointment of the arbitrator; and
 - 27.3.5 any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010.
- 27.4 **Performance to Continue during Dispute:** Insofar as practicable, the Parties shall continue to implement the terms of this Agreement notwithstanding the initiation of litigation, arbitration or Expert proceedings and any pending Dispute. No payment due or payable by GNI or the Producer shall be withheld on account of pending litigation or other dispute resolution mechanism.
- 27.5 **Survival:** The provisions of Clauses 27.1, 27.2 and 27.3 shall continue after the termination of this Agreement where notice of the existence of the Dispute was given under Clause 27.1 prior to termination.
28. **FORCE MAJEURE**
- 28.1 **Consequences of a Force Majeure Event:** If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out its obligations under this Agreement, the Party affected shall be released from its obligations (other than any obligations to pay money) and suspended from the exercise of its rights under this Agreement to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist. This temporary release and suspension shall come into effect upon notice in writing of such Force Majeure from the Party affected to the other Party, which shall be provided as soon as possible after the occurrence of the cause relied on. The Party affected shall use all reasonable endeavours to prevent, avoid, overcome or mitigate the effects of such occurrence.
 - 28.2 **Termination due to Force Majeure:** If the circumstances of Force Majeure exist for a continuous and uninterrupted period of eighteen (18) months then subject to the proviso in Clause 28.1 either Party shall be entitled to terminate

this Agreement in accordance with the provisions of Clause 25.6. Such termination shall be without prejudice to the accrued rights and obligations of the Parties up to the date of termination and other than the payment obligations that may arise under this Agreement as a result of such termination (including payment of the Termination Costs), no further payment shall be due to or by either Party after the date of termination.

29. DISCLOSURE OF INFORMATION

29.1 **Confidential Information:** Subject to Clause 29.2, unless the prior written consent of the other Party is obtained, each Party shall at all times during the continuance of this Agreement utilise all information supplied by it to the other Party (or any of its representatives or employees) ("**Confidential Information**") only for the purpose of the performance of this Agreement and for no other purpose whatsoever. Each Party shall at all times during the continuance of this Agreement and for a period of two (2) years after its termination keep all such Confidential Information strictly confidential. The obligations contained in this Clause 29.1 shall not apply where the information in question is in the public domain either at the time of disclosure or at any time thereafter other than by reason of a breach of this Agreement.

29.2 **Permitted Disclosures of Confidential Information:** Notwithstanding the provisions of Clause 29.1, it shall not be a breach of this Agreement for a Party to disclose Confidential Information to:

- 29.2.1 a professional advisor of, or a consultant to such Party;
- 29.2.2 any Affiliate of such Party;
- 29.2.3 employees, contractors or subcontractors of such Party (to the extent reasonably required for the performance of this Agreement and in the case of GNI, for the performance of its role as Transporter);
- 29.2.4 any bona fide potential transferee or assignee of the whole or a significant part of the issued share capital of such Party or any Affiliate thereof or of such Party's interest under, or related to, this Agreement, provided that such Party obtains the prior written agreement of the potential transferee or assignee that it shall only use the disclosed information for the purposes of the potential transfer or assignment;
- 29.2.5 the extent required by any law, Legal Requirement or Relevant Approval, the regulations of a recognised stock exchange, or any governmental agency;
- 29.2.6 the extent required by the order of any court or statutory body having competent jurisdiction over the receiving Party;
- 29.2.7 the extent required by the Commission or any other Competent Authority;

- 29.2.8 any person to which disputes are referred for resolution in accordance with Clause 27;
 - 29.2.9 any Registered Shipper or to any agent of a Registered Shipper insofar as required for the purposes of this Agreement; or
 - 29.2.10 such other third party that GNI may need to disclose Confidential Information to in order to perform its role as Transporter and/or comply with the Code of Operations or the CSA.
- 29.3 Any disclosure by a Party under Clause 29.2 is subject to the third party receiving the Confidential Information being bound by equivalent restrictions on confidentiality as this Clause 29 requires (excluding disclosure under Clauses 29.2.5, 29.2.6, 29.2.7 or 29.2.10 where not reasonably practicable to do so in the circumstances).
- 29.4 **Freedom of Information Act 2014:**
- 29.4.1 The Producer recognises that GNI is subject to legal duties which may require the release of information under the Freedom of Information Act 2014 and other applicable legislation or codes governing access to information. Such information may include matters relating to, arising out of or under this Agreement. Any such information which must be so disclosed by GNI will not be considered Confidential Information for the purposes of this Agreement.
30. **NO WAIVER**
- 30.1 A waiver of any term, provision or condition of or consent granted under this Agreement shall be effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given.
 - 30.2 No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
 - 30.3 A Party that exercises in whole or in part any right and remedy provided under this Agreement or by law is not precluded or restricted from the further exercise of that or any other right or remedy.
 - 30.4 Unless specifically provided otherwise, any remedy or right conferred upon GNI for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Agreement or provided for by law.
31. **CONTINUING OBLIGATIONS**
- 31.1 Termination or expiry of this Agreement shall not affect any rights of the Parties accrued as at the date of such termination and shall not affect the continuing rights and obligations of the Parties under any provisions of this Agreement

which are expressed to survive or would be construed as surviving such termination and remaining in full force and effect or which are required to give effect to such termination or the consequences of such termination.

32. **ASSIGNMENT AND SUBCONTRACTING**

32.1 Subject to Clause 32.3, neither Party shall be entitled to assign the benefit or transfer the burden of this Agreement without prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

32.2 Where the Producer intends to assign the benefit or transfer the burden of this Agreement to a third party, it shall be required:

32.2.1 to demonstrate to the satisfaction of GNI that the proposed assignee has the legal, technical and financial ability to fulfil the Producer's obligations under this Agreement; and

32.2.2 to procure that alternative Financial Security for its obligations under this Agreement, in a form satisfactory to GNI, is put in place in respect of the proposed assignee's obligations pursuant to this Agreement (to the extent that the Security Period End Date has not yet occurred).

32.3 **Assignment to an Affiliate of GNI:** Notwithstanding Clause 32.1, nothing shall prevent GNI assigning the benefit or transferring the burden of this Agreement to an Affiliate, such Affiliate to have (or to have the benefit of) all the Relevant Approvals and any such other requirements necessary for the completion by it of its obligations under this Agreement.

33. **NOTICES & COMMUNICATIONS**

33.1 **Communications:** Any notices or other communications required under this Agreement shall be made by post or email or such other means that GNI may specify from time to time, so long as same is in writing, in the case of GNI, to the principal place of business of GNI as specified in Clause 33.2.2 and in the case of the Producer, to the Producer's address specified below in Clause 33.2.1. Such notice or communication shall be deemed delivered when received in a legible form.

33.2 **Notice Details:**

33.2.1 Subject to Clause 43, the Producer's address for service is set out in SCHEDULE 1.

33.2.2 GNI's address for service is as follows:

Gas Networks Ireland
Gasworks Road
Cork
Attn: Contract Notices
Tel Number: 021 4534000
Email: notices@gasnetworks.ie

- 33.2.3 If either Party changes its address for service it shall promptly notify the other Party in writing.
- 33.3 **Operational Communications:** All operational communications shall be made in accordance with the Communications Plan and Site Policies.
34. **ENTIRE AGREEMENT**
- 34.1 This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and replaces any previous agreement between the Parties relating to the subject matter of this Agreement.
- 34.2 Each Party acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, warranty or undertaking of any person which is not expressly set out in this Agreement or any documents referred to in it.
35. **SEVERANCE**
- 35.1 Each provision and each part of each provision of this Agreement is separate, severable and enforceable. If at any time any provision (or part of a provision) is adjudged by any court or body of competent jurisdiction to be void or unenforceable, neither the validity, legality and enforceability of the remaining provisions of this Agreement in that jurisdiction nor any provision of this Agreement in any other jurisdiction shall be in any way affected or impaired by that judgment.
- 35.2 If all or any part of a provision of this Agreement transpires not to be enforceable against any of the Parties, that non-enforceability shall not render that provision unenforceable against any other Party.
- 35.3 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it would be deleted or modified, the provision shall apply with whatever deletion or modification is necessary to give effect to the commercial intention of the Parties. The Parties consent to a court or body of competent jurisdiction giving effect to a provision in such modified form as may be decided by that court or body.
36. **VARIATION**
- 36.1 Subject to GNI's rights to amend this Agreement and the Site Policies unilaterally by notice in writing, this Agreement may be varied only by a document in writing signed by or on behalf of both Parties or their authorised representatives. No other form of variation is permitted.
37. **NEW INDUSTRY STRUCTURE AND INDUSTRY REGIME**
- 37.1 **Changes to Legal Requirements:** Subject to Clause 19.5, if, after the Agreement Date, there shall be enacted and brought into force any Legal Requirement (or amendment thereto) for:

- 37.1.1 the further reorganisation of the gas industry in Ireland or any material part of it;
- 37.1.2 the further facilitation of the introduction of third-party interests into the affairs of the gas industry in Ireland or any part of it; or
- 37.1.3 the amendment or variation of any policy of GNI or the manner in which the Transportation System and any agreements or protocols related thereto are organised,

which:

- (a) materially and adversely affects the benefit of this Agreement to either Party;
- (b) renders it impossible or unlawful to give effect to this Agreement; or
- (c) causes the provisions of this Agreement to become inconsistent with any Legal Requirement;

then the Parties shall effect such changes as are reasonably necessary (the "**Amendments**") so as to ensure that the operations contemplated by this Agreement shall be conducted in a manner which is consistent with the effect of the new Legal Requirement and most closely achieves (insofar as possible) the same overall balance of benefits, costs, rewards, rights, obligations, liabilities and risks as applied prior to the enactment of the Legal Requirement, provided that any such Amendments will be of no greater extent than is required by reason of the new Legal Requirement.

- 37.2 **Referral to the Commission:** If any Amendments proposed under Clause 37.1 have not been agreed by the Parties within three (3) months of them being proposed (the Parties acting as soon as reasonably practicable), either Party may refer to the Commission for determination and the Parties agree to abide by and to give effect to the Commission's determination, if necessary by entering into an agreement supplemental to this Agreement.
- 37.3 Such changes shall have effect upon the date upon which the Legal Requirement, in question is brought into force with such transitional arrangements as shall be reasonable and as are in compliance with the Legal Requirement referred to in Clause 37.1.

38. **ANTI-CORRUPTION**

- 38.1 The Producer and GNI each represent to the other that, with respect to this Agreement and to the best of their knowledge, they have not acted in contravention of the:
 - 38.1.1 Criminal Justice (Corruption Offences) Act 2018;
 - 38.1.2 US Foreign Corrupt Practices Act of 1977; or

38.1.3 UK Bribery Act 2010,

(together the "**Anti-Corruption Laws**").

38.2 The Producer and GNI each represent to the other that they have not directly or indirectly made any offer, payment, promise to pay, or authorised payment, or offered a gift, promised to give, or authorised the giving of anything of value to any officer, employee or person acting in an official capacity for any government department or agency or public international organisations (a "**Government Official**") while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing an act or decision of the Government Official in his or her official capacity, (ii) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (iii) securing an improper advantage or (iv) inducing the Government Official to use his influence to affect or influence any act or decision of a government, in order to assist the Producer or GNI or any of its Affiliates in obtaining or retaining business.

38.3 The Producer and GNI each warrant to the other that, with respect to this Agreement they will not:

38.3.1 violate any Anti-Corruption Laws; and

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

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

39. **MODERN SLAVERY**

39.1 The Producer and GNI each warrant to the other that they have and shall at all times throughout the term of this Agreement comply with all Legal Requirements relevant to modern slavery, human trafficking and/or human rights including (without limitation) the Criminal Law (Human Trafficking) Act 2008, as amended by the Criminal Law (Human Trafficking) (Amendment) Act 2013.

40. **CHANGE OF CONTROL**

- 40.1 No prior consent shall be required for a change in the ownership or control of either Party.
- 40.2 However, the Producer shall notify GNI as soon as reasonably practicable following the occurrence of any such change in its ownership or control providing details of the new controlling person.
- 40.3 GNI may request any further information it reasonably requires to evaluate whether (i) the new controlling person is an Unsuitable Counterparty; and (ii) there will be any adverse impact on the legal, technical and financial ability of the Producer to fulfil its obligations under this Agreement. The Producer shall use reasonable endeavours to provide such information requested as soon as reasonably practicable.

41. **COUNTERPARTS**

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

42. **GOVERNING LAW AND JURISDICTION**

- 42.1 This Agreement and any Dispute arising from it shall be governed by, and construed in accordance with, the laws of Ireland.
- 42.2 Subject to the provisions of Clause 27, each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Ireland for any of the purposes of this Agreement.
- 42.3 For the avoidance of doubt, Clause 27 shall not prevent either Party from referring a matter to the courts of Ireland where necessary in order to seek an injunction or prevent a time period for a legal action from expiring.

43. **PRODUCER'S PROCESS AGENT**

- 43.1 **Appointment of Process Agent:** Where the Producer is not an Irish registered company, it hereby confirms that it has irrevocably appointed the process agent identified in SCHEDULE 1 to receive service on its behalf in respect of any proceedings before the courts of Ireland in connection with this Agreement.

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

SIGNED

Print Name

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

Date:

SIGNED

Print Name

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

Date:

SCHEDULE 1 PROJECT SPECIFIC DETAILS

This Schedule sets out the information specific to this Agreement:

Producer Details:	
Producer Name:	
Company No. (if applicable):	
Address:	[Address]
Process Agent and Process Agent address for service (if applicable):	[N/A / Agent Name and Address]
Producer's Facility	[insert name, location and details for each Producer's Facility]
CP Longstop Date:	[Insert date]
Compression Facilities Required:	[Yes / No]
CGI Facility Details:	
Description of CGI Facility:	
CGI Site:	[Location]
Decanting Capacity Limit (Annual):	[...] kWh
Decanting Capacity Limit (Daily):	[...] kWh
Intended Technical Capacity:	[...]
Intended Technical Capacity (Compression Only):	[...]

SCHEDULE 2 SITE PLAN

[To be inserted]

SCHEDULE 3 FINAL / ESTIMATED COSTS AND COMMITTED GAS FLOW

Part 1 – [Final / Estimated] Costs

[Final / Estimated] Costs	
[Final / Estimated] Development and Construction Costs	
Producer's Cost Allocation	Producer's Compression Cost Allocation: [] Producer's Non-Compression Cost Allocation: []
Producer's Share of the [Final / Estimated] Development and Construction Costs	
[Final / Estimated] Development and Construction Costs Contribution	
Supplemental Economic Test Value	
[Final / Estimated] Supplemental Economic Test Contribution	
[Final / Estimated] Capital Recovery Amount	As set out at Part 2 of this SCHEDULE 3
Revenue Requirement	As set out at Part 3 of this SCHEDULE 3

Part 2 - Capital Recovery Amount

The Capital Recovery Amount for the purpose of this Agreement is calculated by GNI in accordance with the methodology in Table 1 by reference to the balance of the Producer's Share of the Development and Construction Costs remaining unpaid at the date of calculation.

Table 1

The following revenues for each Recovery Year in the fifteen (15) year Capital Recovery Period are calculated based on the Attributable Tariffs:

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15
Gas Flows (kWh)															
Revenue															
Transmission - Capacity															
Transmission - Commodity															
Distribution - Capacity															
Distribution - Commodity															
Total Revenue															

The below assumptions are applied to the annual revenue calculations

- The gas flows are the Producer's Committed Gas Flow.
- Annual production is 8,000 hours.

GNI shall, for each Recovery Year, calculate the anticipated net revenue (being the anticipated Attributable Revenue less the anticipated CGI Operating Cost).

The net revenue amounts determined in respect of each Recovery Year shall then be discounted using GNI's published rate of return from the end of the relevant Recovery Year to the Commercial Operations Date. The discounted amounts shall then be aggregated ("**Aggregate Discounted Net Revenue**").

The NPV at the end of a given Recovery Year shall then be calculated as the Producer's Share of the Development and Construction Costs less the Aggregate Discounted Net Revenue, the Producer's Upfront Costs and any Shortfall Amounts paid (or payable in respect of that Recovery Year).

Part 3 – Committed Gas Flow

Table 2 below sets out:

- the Revenue Requirement in respect of each Recovery Year in the Capital Recovery Period; and
- the associated Committed Gas Flow in each Recovery Year required to achieve the Revenue Requirement,

in each case based on the worked example of the Capital Recovery Amount referred to in Part 2 and on the same assumptions.

Table 2

	Annual Committed Gas Flow (expressed in kWh)	Revenue Requirement
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		

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

The Revenue Requirement for each Recovery Year of the Capital Recovery Period will be calculated by reference to the Capital Recovery Amount and notified to the Producer.

The Revenue Requirement will in turn set the Committed Gas Flow in each Recovery Year.

The Revenue Requirement may be amended from time to time in accordance with Clauses 18.3 and 18.4. Likewise, the Committed Gas Flow may be amended from time to time in accordance with Clause 19.7.

SCHEDULE 4 BOOKING CONFIRMATION

CGI Hours of Operation	12	(8am to 8pm)
Planned total number of Bays	8	
Planned Total CGI Decanting Capacity	700	GWh p.a.
Customer Requested Annual Decanting Capacity	175	GWhp.a.

Daily Booking Confirmation	Bay 1*	Bay 2*	Bay 3*	Bay 4*	Bay 5*	Bay 6*	Bay 7*	Bay 8*
08:00	Y	Y						
09:00	Y	Y						
10:00	Y	Y						
11:00	Y	Y						
12:00	Y	Y						
13:00	Y	Y						
14:00	Y	Y						
15:00	Y	Y						
16:00	Y	Y						
17:00	Y	Y						
18:00	Y	Y						
19:00	Y	Y						

Hourly Limit	2,500	2,500	0	0	0	0	0	0	scmh
Hourly Limit *	29,375	29,375	0	0	0	0	0	0	kWh
Daily Limit*	352,500	352,500	-	-	-	-	-	-	kWh

*Based on CV
value of 42.3CV
(MJ/m3)

SCHEDULE 5 NATURAL GAS QUALITY SPECIFICATION

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

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

QUALITY SPECIFICATION OF NATURAL GAS AT CONNECTED SYSTEM POINT

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

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

Wobbe index (high limit)	MJ/m ³	51.41	As per GNI Code of Operations
Wobbe index (low limit)	MJ/m ³	46.5	As per GNI Code of Operations.
Relative Density (high value)		<0.70	As per recent GS(M)R changes
Gross calorific value (high limit)	MJ/m ³	42.3	As per GNI Code of Operations
Gross calorific value (low limit)	MJ/m ³	36.9	As per GNI Code of Operations
Carbon dioxide content	% mol/mol	<2.5	As per GNI Code of Operations. See Note 1 below
Organo-halides	mg/m ³	<1.5	As per GNI Code of Operations
Radioactivity	Becquerels/g	<5	As per GNI Code of Operations
Ethane	% mol/mol	<12	As per GNI Code of Operations
Nitrogen	% mol/mol	≤5	As per GNI Code of Operations
Contaminants & Odour	-	-	As per GNI Code of Operations see Note 2 and 3 below.
Siloxanes content (as Si)	mg/m ³	0.3	This is the lower limit value of a range of values cited in 15 EN 16723-1 - 2016.
Ammonia	mg/m ³	10	This is the value cited in EN 16723-1.
Amines	mg/m ³	10	This is the value cited in EN 16723-1. Compliance is dependent on the type of amine present.
Carbon monoxide	% mol/mol	0.1	This is the value cited in EN 16723-1, which in turn is that required to ensure that conveyed gas does not exceed the limit value in the CLP Regulation (EC) 1272/2008 and hence places an obligation on gas transporters to produce a safety data sheet on any toxic component that exceeds 0.1 % mol/mol.

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

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

"Inerts" in Natural Gas means carbon dioxide(CO₂), nitrogen(N₂), helium(He), argon(Ar), and oxygen(O₂).

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

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

- such other specification determined by the Transporter acting as a Reasonable and Prudent Operator.

2. NON-COMPLIANCE WITH SPECIFICATION

2.1. Where RNG is transported to the CGI Facility and/or delivered at the CGI Entry Point that is not in compliance with the Natural Gas Quality Specification, Clause 8.2 and the applicable procedures in the Site Policies shall apply.

3. ODOURISATION

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

4. RNG QUALITY MONITORING

- 4.1. The Producer shall at its own cost carry out spot sampling and laboratory analysis (at an Accredited Laboratory or a laboratory otherwise approved by GNI) to ensure that the RNG produced at a Producer's Facility complies with Clause 10.1 in accordance with the Measurement Standards ("**Spot Sampling**"). Spot Sampling shall be undertaken at the frequency described in the Site Policies and in any case:

- 4.1.1. immediately after commissioning of the Producer's Facility or two weeks prior to the first delivery of RNG to the CGI Facility. GNI must receive a successful Spot Sampling report prior to Decanting any RNG from the relevant Producer's Facility;
- 4.1.2. fortnightly thereafter until two (2) successive analyses suggest the risk is low enough to change to monthly;
- 4.1.3. monthly thereafter, until two (2) successive analyses suggest the risk is low enough to change to quarterly;
- 4.1.4. quarterly thereafter, until two (2) successive analyses suggest the risk is low enough to change to six (6) monthly;
- 4.1.5. at a six (6) monthly frequency thereafter,

provided that if RNG is found at any time which does not comply with Clause 10.1, then the required frequency of Spot Sampling for that Producer's Facility shall revert back at least one step, and possibly further at the discretion of GNI, in the above schedule.

- 4.2. The Producer shall provide the results of any Spot Sampling undertaken to GNI as soon as reasonably practicable following receipt of results.
- 4.3. Where, following Spot Sampling, any RNG is found to not comply with Clause 10.1, the Producer shall notify GNI as soon as reasonably practicable and provide any associated results and reports.

5. MEASUREMENT STANDARDS

- 5.1. The gas quality samples shall be tested in accordance with the relevant ISO industry standards. Without prejudice to the generality of the foregoing, the table below specifies certain of the current methods, standards and uncertainties for certain RNG quality parameters (the "**Measurement Standards**").

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

5.2. Traceability

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

5.3. Expert

Any Dispute in relation to Clause 10 and this SCHEDULE 5 shall be referred for determination by an Expert in accordance with Clause 27.2.

6. AMENDMENTS

GNI may amend this SCHEDULE 5 (including the Natural Gas Quality Specification, Spot Sampling arrangements and Measurement Standards) from time to time by notice in writing to the Producer, acting as a Reasonable and Prudent Operator. Such amendments may include amendments necessary to align this Agreement with the requirements of the CSA, Code of Operations and/or Legal Requirements. GNI shall use reasonable endeavours to ensure the Producer is provided with sufficient notice of any such amendments to enable it to ensure the RNG it produces is in compliance with the revised requirements.

SCHEDULE 6 SPECIAL CONDITIONS

The standard Clauses in the Agreement are hereby amended or supplemented as follows:

Clause Number in the Agreement	Amendment to standard Clause

SCHEDULE 7 SITE POLICIES

[Final versions to be inserted]

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

Station Operations Overview

Local Operating Procedure 1 etc.