

The Company Secretary



James Greenhalgh
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20 November 2019

Our Ref: [REDACTED]

For the attention of: [REDACTED]

Dear Sir/Madam

**CONNECTION OFFER IN RESPECT OF [REDACTED] WIND FARM AT HAWICK 132/33kV
SUBSTATION WITH REFERENCE [REDACTED]**

Set out below is our **Offer** for connection to and use of the **National Electricity Transmission System** at HAWICK 132/33kV substation. Please note that certain expressions which are used in this **Offer** are defined in the Interpretation and Definitions (contained in Section 11 of the **CUSC**) and when this occurs the expressions have capital letters at the beginning of each word and are in bold.

1. **The Company** offers to enter into a **Bilateral Connection Agreement** and **Construction Agreement** in the form and terms attached in respect of the **Connection Site** (HAWICK 132/33kV substation) with reference number [REDACTED]. If you are not already a **CUSC Party** you are required to enter into the enclosed **CUSC Accession Agreement**.
2. This **Offer** has been prepared upon the basis that the division of ownership of **Plant** and **Apparatus** is as set out in Paragraph 2.12 of the **CUSC** (Principles of Ownership). In the event that the ownership boundaries are not consistent with those set out in Paragraph 2.12 of the **CUSC**, it may be necessary to amend the **Bilateral Connection Agreement** and **Construction Agreement** to reflect any non-standard arrangements.
3. It is a condition of this **Offer** that, where required by the **Relevant Transmission Licensee**, prior to the **Completion Date** set out in the **Construction Agreement** you are also obliged to enter into an **Interface Agreement** covering the **Connection Site** in a form to be agreed between yourself and the **Relevant Transmission Licensee** but substantially in the form of Exhibit O Part IB and/or Part IIB of the **CUSC** and where required by **The Company** that you also enter into a **Transmission Related Agreement**.
4. It is a condition of this **Offer** that the **Connection Site** is not a nominated site under the "NAECI" (the National Agreement for the Engineering Construction Industry) conditions and will not become one and any agreement for this site will be conditional upon this. In the event that this condition should not be met, **The Company** will be entitled to revise all dates and charges contained in the **Bilateral Connection Agreement** and **Construction Agreement**.

5. The technical conditions with which you must comply as a term of this **Offer** are set out in the **Grid Code**. Additional technical conditions are set out in the Appendices to the **Bilateral Connection Agreement**. It is your responsibility to ensure that your equipment complies with the requirements of the relevant conditions.
6. This **Offer** is made on the basis of the **Connect and Manage Arrangements**.
7. This **Offer** is open for acceptance according to the terms of Paragraph 2.13 of the **CUSC** and the **Transmission Licence**. Please note your right to make an application to the **Authority** to settle the terms of the **Offer** pursuant to Standard Condition C9 of the **Transmission Licence**.
8. Please note the provisions of Paragraph 6.10.4 of the **CUSC** in respect of interactive offers which, inter alia, allows **The Company** to vary the terms of this **Offer** if a **Connection** or **Modification Offer**, which interacts with this **Offer**, is accepted first. In terms of Paragraph 6.10.4 of the **CUSC**, **The Company** will advise you of another offer being made by **The Company**, which may interact with your **Offer**.
9. Please note that in accordance with the obligation in Paragraph 1.3.3 of the **CUSC** a **Mandatory Services Agreement** must be entered into not later than 6 months (or such lesser time as may be agreed) prior to the expected **Commissioning Programme Commencement Date**.
10. Please note that security is required for the sum set out in the **Secured Amount Statement** sent with this **Offer**. Such security should be put in place forthwith upon acceptance of this **Offer** and failure to so do constitutes an **Event of Default** under the **Construction Agreement** allowing **The Company** to terminate the agreements.
11. Notwithstanding **CUSC** Paragraph 6.21, acceptance of this **Offer** will only be effective on receipt by **The Company** of an emailed PDF copy of the first page and the executed signature page of each agreement of the **Offer** to transmissionconnections@nationalgrideso.com (alternatively a fax number can be provided upon request).
12. To accept this **Offer**, please return two signed (but not dated) originals of the **CUSC Accession Agreement**, **Transmission Related Agreement**, **Bilateral Connection Agreement** and **Construction Agreement** to **The Company** within two (2) **Business Days** of such email (or fax). **The Company** will then itself countersign and date these agreements and one original of each will be returned to you for your retention. The agreements are only effective in accordance with their terms once they have been countersigned by **The Company**.
13. All communications in relation to this **Offer** should, in the first instance, be directed for the attention of S [REDACTED], who can be contacted by telephone on (0 [REDACTED]) or by email at [REDACTED].
[REDACTED]

Yours faithfully



[REDACTED]

ELECTRICITY CUSTOMER CONNECTIONS MANAGER

**FOR AND ON BEHALF OF
NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED**