

Proposed Modification & Initial Modification Report No. 30

Enhancement of the GTMBS

13th March 2015

Please find attached details of Proposed Modification 30 and Initial Modification Report 30 raised by Premier Transmission Ltd (PTL) as required under Section 2 and 3 of the PTL Transportation Code Modification Rules.

A Description of the nature and purpose of the modification

This proposal is being made to reflect the enhancement of the Gas Transportation Management and Billing System (GTMBS) and the change of the system name to Aligné. The enhanced system will utilise kWh, a change from MWh currently used by the GTMBS. A number of processes will need to be updated to reflect the change in units, notably those involving Nominations and Allocations.

B How the modification better facilitates the relevant objective

The Relevant Objective, (condition 2.4 of the PTL Licence) will be better facilitated by the Licensee's Network Code as a result of this modification. This change will contribute to the secure, safe, reliable, efficient and economic development and maintenance of the Network by ensuring the operational IT system is accurately represented within the Network Code as well as the units utilised on the enhanced system.

C The clauses of the Transportation Code that require amendment

This proposal amends the text of the sections which currently reference MWh and the GTMBS. New definitions have been inserted into Appendix 1 as a result of the use of kWh. Please see Section G for a mark-up of the relevant clauses of the PTL Transportation Code indicating proposed alterations to the Code text.

D Impact on other Designated Pipeline Operator's Network Codes:

No changes are required to the BGTL Code or the BGE(NI) Code to facilitate this change.

E The date proposed for implementation

April 2015

F How to Respond

Please send responses no later than 15th April 2015 to:

Stephen English: Stephen.English@mutual-energy.com

Premier Transmission Limited
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Belfast
BT7 1SH

G Proposed Legal Text

Amend section 20 of the Contents list as follows:

20. GENERAL

- 20.1 Gas Transportation Management and Billing System
 - 20.2 Failure of ~~GTMB-Aligne~~ System
 - 20.3 Licence to use ~~GTMB-Aligne~~ System
 - 20.4 Provision and return of Licensed Software and Materials
 - 20.5 Notices
 - 20.6 Waiver
 - 20.7 Severance
 - 20.8 Entire Agreement
 - 20.9 Gas users or shippers
 - 20.10 Third party rights
 - 20.11 Assignment
 - 20.12 Definitions and interpretations
 - 20.13 Survival of existing capacity reservations
 - 20.14 Initial Capacity Reservation
 - 20.15 Initial Accession to the Code
 - 20.16 Agents
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Amend section 2.1 to read as follows:

2. NOMINATIONS

2.1 Introduction

2.1.1 A Shipper shall make nominations to Premier Transmission in accordance with this section 2 for the quantities in which it wishes to deliver gas to and offtake gas from the Transportation System on a Day.

2.1.2 Renominations shall allow a Shipper to renominate quantities to Premier Transmission in accordance with the provisions of this section 2, as the Shipper's requirements change.

2.1.3 Premier Transmission shall make nominations and renominations to the Moffat Agent in respect of the delivery of gas to the Moffat Entry Point on behalf of a Shipper. A Shippers' NTS Shipper agrees in the Moffat Administration Agreement to make nominations to the Moffat Agent in respect of the delivery of gas to the Moffat Entry Point on behalf of a Shipper. The Moffat Agent agrees in the Moffat Administration Agreement to seek to match Premier Transmission's nominations with those of a Shippers' NTS Shipper.

2.1.4 In this Code:

(a) **“Available Interruptible Capacity”** means the capacity of the Transportation System which Premier Transmission determines is, from time to time, available to meet Interruptible Nominated Quantities based upon:

- (i) the capacity of the PTL System;
- (ii) the aggregate of all Firm Nominated Quantities in respect of the Transportation System;
- (iii) the aggregate of all Firm Nominated Quantities at the relevant Exit Point;
- (iv) the capacity which BGE (UK) will make available to Premier Transmission under the BGE (UK) Transportation Agreement;
- (v) the capacity of the Belfast Gas System and
- (vi) At the discretion of Premier Transmission, any interruption notice received by Premier Transmission from BGE(UK) in accordance with section 6.1.3.

so that for the avoidance of doubt it shall not be less than the aggregate of all Firm Capacity allocated less the aggregate of all Firm Nominated Quantities at an Exit Point.

(aa) **“Available Interruptible VRF Capacity”** means the capacity of the Transportation System which Premier Transmission determines is, from time to time, available to meet Interruptible VRF Nominated Quantities based upon:

- (i) the Available Interruptible Capacity;
- (ii) the level of Firm Nominated Quantities and Interruptible Nominated Quantities at Belfast Gas Exit Point No 1, Belfast Gas Exit Point No 2 and Belfast Gas Exit Point No 3, Stranraer Exit Point and Ballylumford Exit Point;

- (iii) the level of Interruptible VRF Nominated Quantities at Belfast Gas Exit Point No 4 and Moffat Virtual Exit Point;
- (iv) the information which is available to Premier Transmission concerning the matters referred to in (a) to (c) below, being:-
 - (a) the level of Interruptible VRF Nominated Quantities at the Carrickfergus Virtual Entry Point;
 - (b) the level of Firm Nominated Quantities and Interruptible Nominated Quantities at the South-North Entry Point;
 - (c) the level of Interruptible VRF Nominated Quantities at the South-North Virtual Exit Point;

and in respect of Carrickfergus Virtual Exit Point shall not exceed the “**Maximum Available Interruptible VRF Capacity (Carrickfergus)**” and in respect of Moffat Virtual Exit Point shall not exceed the “**Maximum Available Interruptible VRF Capacity (Moffat Virtual Exit Point)**”

- (b) “**Aggregate Nominated Quantity**” is the aggregate of any Firm Nominated Quantity and Interruptible Nominated Quantity and where applicable, Interruptible VRF Nominated Quantity of a Shipper at an Exit Point or Moffat Virtual Exit Point in respect of a Day;
- (c) “**Nomination**” is a Shipper’s nomination to Premier Transmission of a Firm Nominated Quantity or an Interruptible Nominated Quantity to be offtaken from an Exit Point on a Day. For the avoidance of doubt a Shipper shall submit separate Nominations in respect of a Firm Nominated Quantity and an Interruptible Nominated Quantity. A Nomination shall be made in accordance with this section 2;
- (cc) “**Interruptible VRF Nomination**” is a Shipper’s nomination to Premier Transmission of an Interruptible VRF Nominated Quantity to be offtaken from an Exit Point or Moffat Virtual Exit Point on a Day. For the avoidance of doubt a Shipper’s Interruptible VRF Nomination shall be submitted separately from its Nominations in respect of a Firm Nominated Quantity and an Interruptible Nominated Quantity. An Interruptible VRF Nomination shall be made in accordance with this section 2. Interruptible VRF Nominations shall not be permitted in respect of Belfast Gas Exit Point No 2 and Belfast Gas Exit Point No 3;
- (d) “**Ballylumford Nomination**” means a Nomination or a Renomination or an Interruptible VRF Nomination of gas which is nominated to exit the PTL System at the Ballylumford Exit Point and which will exit the NI Network at that point;
- (e) “**Stranraer Nomination**” means a Nomination or a Renomination or an Interruptible VRF Nomination of gas which is nominated to exit the PTL System at the Stranraer Exit Point;
- (f) “**Belfast Gas Exit Point No 1 Nomination**” means a Nomination or a Renomination or an Interruptible VRF Nomination of gas which is nominated to exit the PTL System at Belfast Gas Exit Point No 1 and which will exit the NI Network at the Belfast Network Exit Points;
- (g) “**Belfast Gas Exit Point No 2 Nomination**” means a Nomination or a Renomination of gas which is nominated to exit the PTL System at Belfast Gas Exit Point No 2 and which will exit the NI Network at any exit point or points on the BGE (UK) Downstream System from which gas is offtaken for a purpose other than power generation the existence of which exit point or points Premier Transmission shall, from time to time, have given the Shippers reasonable notice of;

- (h) **“Belfast Gas Exit Point No 3 Nomination”** means a Nomination or a Renomination of gas which is nominated to exit the PTL System at Belfast Gas Exit Point No 3 and which will exit the NI Network at the point at Coolkeeragh at which gas exits the NI Network;
- (hh) **“Belfast Gas Exit Point No 4 Interruptible VRF Nomination”** means an Interruptible VRF Nomination which is nominated to exit the PTL System at Belfast Gas Exit Point No 4 and which will be deemed to virtually exit the NI Network at the South-North Virtual Exit Point;
- (hhh) **“Moffat Virtual Exit Point Interruptible VRF Nomination”** means an Interruptible VRF Nomination of gas which is nominated to virtually exit the Transportation System at Moffat Virtual Exit Point;
- (i) **“Renomination”** is a Shipper’s nomination of a Firm Nominated Quantity or an Interruptible Nominated Quantity that revises an earlier Nomination or Renomination, or is submitted in accordance with section 2.9.2 where no Nomination has been submitted before 08:00 on D-1.
- (j) **“Renomination Amendment Quantity”** means the total amendment required in the quantity, expressed in ~~MW~~kWhs, in a PTL Daily Profile in accordance with 2.10A.4.

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Amend section 3.5 to read as follows:

3. ALLOCATION

3.5 Allocation at an Exit Point

3.5.1 The Initial Allocation of gas in respect of any Gas Flow Day at an Exit Point where two or more Shippers offtake gas (a "**Shared Exit Point**") shall, subject to section 3.8 and 3.7, be made in accordance with the formula set out below:

$$SQ_e = Q_e \times \frac{SNQ_e}{ANQ_e}$$

where:-

- SQ_e = the quantity of Gas Allocated to a Shipper on the Gas Flow Day at the Shared Exit Point;
- Q_e = the Exit Quantity on the Gas Flow Day at the Shared Exit Point;
- SNQ_e = the Shipper's Aggregate Nominated Quantity on the Gas Flow Day at the Shared Exit Point;
- ANQ_e = the aggregate of all Shipper's Nominated Quantities on the Gas Flow Day at the Shared Exit Point;

provided that, for the purposes of both SNQ_e and ANQ_e, on any Day on which no Shipper has a Firm Nominated Quantity, Interruptible Nominated Quantity or an Interruptible VRF Nominated Quantity or the Aggregate Nominated Quantities are zero (0), each Shipper which has an Exit Point Registration in respect of:

- (a) Firm Nominated Quantities, Interruptible Nominated Quantities and Interruptible VRF Nominated Quantities in relation to the relevant Shared Exit Point shall be deemed to have a Firm Nominated Quantity of one (1) ~~MW~~kWh; and
- (b) Interruptible Nominated Quantities only in relation to the relevant Shared Exit Point shall be deemed to have an Interruptible Nominated Quantity of one (1) ~~MW~~kWh; and
- (c) Interruptible VRF Nominated Quantities only in relation to the relevant Shared Exit Point shall be deemed to have an Interruptible VRF Nominated Quantity of one (1) ~~MW~~kWh.

3.5.2 The Initial Allocation of gas on any Day at an Exit Point shall, subject to 3.8, where there is only one (1) Shipper which has submitted a Nomination, Renomination and/or an Interruptible VRF Nomination in respect of offtaking gas on that Gas Flow Day, allocate all of the Exit Quantity of gas to that Shipper at such Exit Point.

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Amend section 4.2 to read as follows:

4. BALANCING AND SCHEDULING CHARGES

4.2 Exit Point Tolerance

4.2.1 Premier Transmission shall subject to section 4.6, within ten (10) Business Days of receiving a Downstream Load Statement in respect of an Exit Point in accordance with section 17.7, calculate a tolerance, expressed as a percentage, at that Exit Point for a Shipper or Prospective Shipper using the information contained in the Downstream Load Statement as set out below (a Shippers “**Exit Point Tolerance**”):

$$\text{Exit Point Tolerance} = \frac{100}{\text{TCvm}} \times (a + b + c + d)$$

where:

a = (Cvm x Cf for Un1)

b = (Cvm x Cf for Un2)

c = (Cvm x Cf for Un3)

d = (Cvm x Cf for Un4)

Cvm = the maximum quantity in ~~MW~~kWh/day which may reasonably be required to supply the relevant downstream load category listed in column (2) in the table below (a “**Downstream Load Category**”) at an Exit Point on a Gas Flow Day as set out in the relevant Downstream Load Statement;

TCvm = aggregate of each Cvm of each Downstream Load Category;

Un = the number identifying the Downstream Load Category listed in column (1) of the table below;

Cf = Downstream Load Category weighting listed in column (3) of the table below.

Exit Point Tolerance Table

(1)	(2)	(3)
Number identifying Downstream Load Category	Downstream load category	Downstream Load Category weighting
1	Power generation consumers	3%
2	Downstream consumers whose loads are greater than or equal to 1,465,416,000 MWkW h/annum and are not power generation consumers	3%
3	Downstream consumers whose loads are greater than or equal to 733,000 MWkW h/annum but less than 1,465,416,000 MWkW h/annum	10%
4	Downstream consumers whose loads are less than 733,000 MWkW h/annum	20%
5	Moffat Virtual Exit Point	0%

4.2.2 Premier Transmission shall, within ten (10) Business Days of receiving a revised Downstream Load Statement in respect of an Exit Point in accordance with section 17.7, recalculate the relevant Exit Point Tolerance in accordance with section 4.2.1.

4.2.3 The Exit Point Tolerance in respect of Moffat Virtual Exit Point shall be zero (0).

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Amend section 5.5 to read as follows:

5. BALANCING AND SHRINKAGE GAS

5.5 Premier Transmission shipping Balancing Gas

Notwithstanding any other provision of this Code Premier Transmission may, in respect of any Balancing Gas which Premier Transmission shall ship on the Transportation System:

- (a) enter on ~~GTMB~~Aligne a Nomination and/or Renomination;
- (b) be deemed to receive an Initial and a Final Allocation; and
- (c) be deemed to be liable for or make claims for Off-Spec Gas or Non-Compliant Gas,

in accordance with the relevant section of this Code as though Premier Transmission were a Shipper, but solely for such purposes provided that Premier Transmission will not be liable for PS Transmission Amounts or PS Code Charges for gas nominated pursuant to this section 5.5.

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Amend sections 6.4 and 6.5 to read as follows:

6. CAPACITY REDUCTION AND EMERGENCIES

6.4 Flow Orders for a D-1 Predicted Capacity Shortfall or Day D Capacity Shortfall

- 6.4.1 Premier Transmission shall declare a D-1 Predicted Capacity Shortfall or Day D Capacity Shortfall by issuing a Flow Order to all affected Shippers informing such Shippers of the application of section 6.2 or 6.3 (as appropriate) which shall have the effect that the Nominated Quantity and Daily Profile shall for all purposes under this Code become the amount set out in the Flow Order with effect from the issue of the Flow Order.
- 6.4.2 A Flow Order may be issued, in accordance with section 6.2.3 or 6.3.3, as a result of the Available Firm Capacity being affected by, inter alia, the occurrence of an Emergency, the occurrence of a Maintenance Day or the occurrence of an event of Force Majeure.
- 6.4.3 A Shipper shall, notwithstanding any other provision of this Code but without prejudice to the generality of section 2.2.3, comply with a Flow Order within 5 hours if it is issued on D-1 and 2 hours if it is issued on D.
- 6.4.4 Where Premier Transmission reasonably believes;
 - (a) that gas is being offtaken from the Transportation System by a Shipper in such a manner as does not or will not comply with a Flow Order; and
 - (b) that the Transportation System integrity may be prejudiced as a result, or the service to other Shippers may be affected or compromised,

Premier Transmission may take any steps available to it to secure a reduction in the rate of, or the discontinuance of, the offtake of gas from the Transportation System at the Exit Point by the Shipper. Premier Transmission, however, acknowledges that, where a Downstream Load Statement confirms that gas made available for offtake from the Exit Point is supplied to downstream consumers whose loads are less than 733,000 MWkWh/day, the ability to control rates and quantities of offtake are limited and this shall be taken in account when applying this section 6.4.4.

- 6.4.5 The steps referred to in section 6.4.4 include the isolation of the relevant Exit Point but, without prejudice to any other provision of this Code, Premier Transmission shall endeavour not to take this step where, in its opinion, alternative steps are available and adequate in the circumstances. In the event that an Exit Point is so isolated Premier Transmission shall explain to any affected Shipper why the Exit Point was isolated.
- 6.4.6 Premier Transmission shall, where the necessity for the Flow Order has ceased, notify:
 - (a) any Shipper to which the Flow Order was issued of the time after which the Flow Order shall cease to apply and after which the Shippers may, subject to the provisions of this Code, submit a Renomination; and
 - (b) to any Shipper who requests it, an explanation of why the Flow Order was issued and the circumstances which gave rise to the need for it.

6.5 Emergencies

6.5.1 The existence of an Emergency under this Code shall be determined by Premier Transmission, acting as a Reasonable and Prudent Operator, irrespective of the cause of the Emergency, or whether Premier Transmission or any other person may have caused, or contributed to the Emergency.

6.5.2 An Emergency (an “**Emergency**”):

- (a) may exist by reason of an escape, or suspected escape, of gas; or
- (b) may exist in circumstances in which, in the opinion of Premier Transmission:
 - (i) the safety of the Transportation System is significantly at risk;
 - (ii) the safe conveyance of gas by the Transportation System is significantly at risk;
 - (iii) 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;
 - (iv) where Premier Transmission'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 gas to the Transportation System, or by any actual or potential failure of or damage to any part of the Transportation System; or
 - (v) in any other circumstances reasonably believed by Premier Transmission to constitute an Emergency (which, for the avoidance of doubt, includes circumstances upstream of the Moffat Entry Point); and
- (c) shall exist:
 - (i) where Premier Transmission declares an Emergency in co-operation with the Northern Ireland Network Emergency Coordinator;
 - (ii) where a reduction in the quantity of gas available for offtake in respect of downstream consumers whose loads are less than 733,000 MWh/annum is applied in accordance with section 6.2.3 (b) (iv) or 6.3.3 (b) (iii).

6.5.3 An Emergency shall continue until such time as Premier Transmission determines that the circumstances referred to in this section 6.5 no longer apply, that no further Emergency Steps are required, and that normal operation of the Transportation System and implementation of this Code may be resumed.

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Amend section 12.7 to read as follows:

12. CHARGES, PAYMENT AND TAX

12.7 Outstanding PS Code Charges

12.7.1 Premier Transmission shall be entitled to recover monies in respect of all PS Code Charges due and owing from a Shipper in accordance with section 12.7.2 from all other Shippers in accordance with this section 12.7.

12.7.2 If any payment of PS Code Charges due to Premier Transmission under this Code, remains unpaid in whole or in part, after:

- (a) the Due Date; and
- (b) Premier Transmission has taken any steps available to it under this Code and all other reasonable steps to secure its recovery having taken into account any Directions of the Credit Committee in respect of the debt

Premier Transmission shall, subject to section 12.7.6, be entitled to recover the outstanding payment (the “**Outstanding PS Code Charges**” which expression shall include any sum which Premier Transmission is entitled to recover in accordance with this section 12.7) in accordance with section 12.7.3, 12.7.4 and 12.7.5.

12.7.3 Premier Transmission shall:

- (a) be entitled to recover from a Shipper a proportion of the aggregate of all Outstanding PS Code Charges, together with interest on such amount from any Due Date until the date of payment at LIBOR plus 0.75% compounded Monthly, in the next Gas Year in twelve (12) equal instalments not later than ten (10) Business Days after the end of each Month; and
- (b) deposit any such Outstanding PS Code Charges recovered from a Shipper in a separate interest bearing account and apply all sums, including interest, in such account in accordance with section 12.7.7.

12.7.4 The proportion of such amount that Premier Transmission shall recover from each Shipper shall be the proportion that the aggregate of the relevant Shipper’s Firm Allocated Quantities and Interruptible Allocated Quantities (if relevant) in respect of the Month in respect of which the relevant payment was not made bears to the aggregate of all Shipper’s Firm Allocated Quantities and Interruptible Allocated Quantities (if relevant) in respect of such Month provided that in any Month in which such quantities shall all be zero (0) each Shipper shall be deemed to have a Firm Allocated Quantity of one (1) ~~MWh~~ in relation to each Exit Point in respect of which it has an Exit Point Registration.

12.7.5 In the case of a liquidator, receiver or an administrator or an examiner being appointed over any part of the assets of a Shipper or any event similar, equivalent or analogous to any of such events occurring in relation to the Shipper in Great Britain or any other jurisdiction any payment due to Premier Transmission under this Code in respect of PS Code Charges remaining unpaid after the Due Date shall, upon such event occurring, be an Outstanding PS Code Charge recoverable in accordance with this section 12.7.

12.7.6 Premier Transmission shall, to the extent that it recovers any Outstanding PS Code Charges from a Shipper in respect of which it subsequently receives a payment under a liquidation or administration, pay an amount equal to such payment received to the Shippers from which the Outstanding PS

Code Charges was recovered pro rata to the proportions in which the Outstanding PS Code Charges was recovered provided that no Shipper shall be entitled to receive any sum greater than the amount it actually paid to Premier Transmission in respect of such Outstanding PS Code Charges.

12.7.7 A Shipper acknowledges that Premier Transmission shall, and Premier Transmission agrees to, apply all sums deposited in and interest earned on the account referred to in section 12.7.3 (b) in making an immediate payment of the Outstanding PS Code Charges due to Premier Transmission; or shall credit the relevant amounts to the PTL Postalised Network Disbursement Bank Account.

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Amend section 17.7 to read as follows:

17. ACCESSION TO THE CODE, EXIT POINT REGISTRATION, DOWNSTREAM LOAD STATEMENTS AND RETIREMENT FROM THE CODE

Downstream Load Statements

17.7 Downstream Load Statement

17.7.1 A Shipper shall be required to provide Premier Transmission with a statement in the Prescribed Form (a "Downstream Load Statement") in respect of an Exit Point before it may obtain an Exit Point Registration in respect of that Exit Point.

17.7.2 A Shipper at Belfast Gas Exit Point 1, Belfast Gas Exit Point 2 or Stranraer Exit Point shall provide PTL with a revised Downstream Load Statement fifteen (15) Business Days before each Mid Year date and fifteen (15) Business Days before the end of the Gas Year. PTL shall inform any new Shipper whether or not they are required to submit a revised Downstream Load Statement in accordance with this clause 17.7.2 immediately preceding the date of their initial Downstream Load Statement submission.

17.7.3 A Shipper or a Prospective Shipper wishing to become a Shipper shall, if it becomes aware that any information in a Downstream Load Statement is incorrect, provide Premier Transmission on ten (10) Business Days notice with a revised Downstream Load Statement which is accurate. References in this Code to a Downstream Load Statement are to the latest revised Downstream Load Statement from time to time.

17.7.4 A Downstream Load Statement, shall contain the End User's statement of the maximum quantity in ~~MWh~~ kWh/day which may reasonably be required to supply the relevant Downstream Load Category.

17.7.5 A Shipper shall, if requested by PTL, provide to PTL any information relating to their actual Downstream Load, over a given period of time.

17.7.6 At the discretion of Premier Transmission, section 17.7 shall not apply in respect of any Shipper, or Prospective Shipper, that does not have a Gas Supply Licence, but does with the Authority's prior written consent to either:

- (i) hold Firm Capacity; or
(ii) have entitlement to Exit gas from the NI Network as if it had a Gas Supply Licence,

provided that the Shipper submits to Premier Transmission a copy of such consent from the Authority.

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Amend sections 20.1 to 20.4 to read as follows:

20. GENERAL

Communications

20.1 Gas Transportation Management and Billing System

- 20.1.1 Premier Transmission proposes to establish an information exchange system for the purposes of supporting the implementation of this Code or any operational procedures established in respect of this Code or the operation of the PTL System (an **“GTMB-Aligne System”**).
- 20.1.2 Premier Transmission proposes to establish an Ancillary System (the **“Ancillary System”**) for the purposes of supporting the implementation of the Capacity Booking Optimisation Methodology and the provision of Firm Capacity Notices in relation to Daily Capacity and Firm Capacity purchase pursuant to section 1.16. The Ancillary System shall, for the purposes of the Code, form part of the **AligneGTMB System**.
- 20.1.3 Premier Transmission may, from time to time, prescribe which communications shall be made by the parties in respect of this Code or the operation of the PTL System using the **AligneGTMB System** (an **“GTMBSAligne Communication”**) and the form of any **GTMBSAligne Communication**. For the avoidance of doubt, communications using the Ancillary System shall, for the purposes of the Code, be **GTMBSAligne Communications**.
- 20.1.4 Subject to section 20.2, If Premier Transmission does so prescribe that a communication shall be an **GTMBSAligne Communication** and the form of the **GTMBSAligne Communication**, the communication may only be given by a Shipper by that means and in that form and any communication given by a Shipper by any other means or in any other form shall be deemed to have not been given for the purposes of this Code the operation of the PTL System.
- 20.1.5 Premier Transmission and each Shipper agrees that any **GTMBSAligne Communication** shall have legal effect for the purposes of this Code.
- 20.1.6 The **AligneGTMB System** may, upon giving a Shipper reasonable notice, be reasonably modified from time to time by Premier Transmission.

20.2 Failure of **AligneGTMB System**

- 20.2.1 Premier Transmission may, acting as a Reasonable and Prudent Operator, by firstly consulting with and then notifying any Shipper which would be affected, suspend the giving of any communication by the **AligneGTMB System** for so long as Premier Transmission shall prescribe. In this event any communication in relation to the Code shall be given by fax in accordance with section 20.5.
- 20.2.2 A Shipper may request Premier Transmission to suspend the giving of any communication by the **AligneGTMB System** where it considers access to it is prevented or restricted. Premier Transmission shall suspend the giving of any communication by the **AligneGTMB System** if, acting as a Reasonable and Prudent Operator, it believes the request of the Shipper to be reasonable.
- 20.2.3 The Shipper shall at the request of Premier Transmission provide any information reasonably requested by Premier Transmission in order to investigate, diagnose, test the **AligneGTMB System** or repair any faults.

20.2.4 Premier Transmission may plan outages for maintenance of the AligneGTMB System at any time, but will endeavour to minimise the business impact of such outages to all parties. Premier Transmission will endeavour to give Shippers at least 10 Business days prior notice of any such planned outage together with, where possible, an estimate of the expected duration of such outage.

20.3 Licence to use AligneGTMB System

20.3.1 Subject to this section 20.1 Premier Transmission licences a Shipper, for the purposes contemplated by this Code, but not otherwise:

- (a) to have access to and use the AligneGTMB System;
- (b) to use the software installed in respect of the AligneGTMB System; and
- (c) make use of any manual or other materials provided by Premier Transmission in respect of the AligneGTMB System

(collectively the “**Licensed Software and Materials**”) provided that a Shipper shall only use the Licensed Software and Materials for its own internal purposes and for its business operations.

20.3.2 The licence granted in section 20.3.2 to a Shipper is royalty free, non-exclusive and non-transferable and shall terminate automatically upon that Shipper ceasing to be a Shipper for any reason.

20.3.3 The Licensed Software and Materials and all copyright and other intellectual property rights of whatever nature in the Licensed Software and Materials are and shall at all times remain, as between Premier Transmission and a Shipper, the property of Premier Transmission.

20.3.4 A Shipper shall not:

- (a) use the Licensed Software and Materials other than as permitted in accordance with section 20.3.1;
- (b) copy the Licensed Software and Materials;
- (c) sub-license the use of the Licensed Software and Materials;
- (d) except as may be permitted by law, decompile, disassemble or modify the whole or any part of the software comprised in the Licensed Software and Materials;
- (e) without the prior written consent of Premier Transmission permit any unauthorised party to use the Licensed Software and Materials.

20.3.5 If through the AligneGTMB System a Shipper obtains or receives unauthorised access to information concerning another Shipper, or receives a communication sent to another Shipper, the receiving Shipper will promptly so inform Premier Transmission and will close the screen on which such information or communication appears or delete the same from its equipment without making any copy of it (and destroying any copy accidentally made) and make no further use of it.

20.4 Provision and return of Licensed Software and Materials

- 20.4.1. Premier Transmission shall provide one copy of the Licensed Software and Materials to a Shipper promptly after it becoming a Shipper.
- 20.4.2 Premier Transmission may make a reasonable charge for any additional copies of the Licensed Software and Materials or training requested by a Shipper.
- 20.4.3 Premier Transmission shall have no obligation to provide a Shipper with computer hardware, telephone lines or equipment to secure access to the AligneGTMB System.
- 20.4.4 If a Shipper ceases to be entitled to use the AligneGTMB System for any reason it shall return any Licensed Software and Materials with which it has been provided and ensure that its employees and other representatives discontinue access to and use of AligneGTMB System. If a Shipper has damaged or lost any Licensed Software and Materials it shall reimburse Premier Transmission any reasonable costs and expenses incurred by Premier Transmission in respect of such loss.
- 20.4.5 A Shipper shall on the written request of Premier Transmission return or destroy any version of the Licensed Software and Materials for which a revised version has been issued.

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Amend Appendix 1 to include new terms (and modify existing terms) to read as shown in the list below:

APPENDIX 1

DEFINITIONS AND INTERPRETATION

Part I - Definitions

In this Code:

"Aligne Communication"	has the meaning given to it in section 20.1.2;
"Aligne System"	has the meaning given to it in section 20.1.1;
"Flow Rate"	means the instantaneous rate of flow of gas expressed in MW <u>kW</u> ;
"GTMB Communication"	has the meaning given to it in section 20.1.2;
"GTMB System"	has the meaning given to it in section 20.1.1;
"Joule"	means the joule as defined in ISO 80000-1:2009 <u>ISO 1000-1981 (E)</u> ;
"Kilojoule"	means one thousand (1000) joules;
"Kilowatt" and "kW"	means one (1) kilojoule per second;
"Kilowatt Hour" and "kWh"	means three thousand six hundred (3600) kilojoules;
"Megajoule"	means one million Joules;
"Megawatt" and "MW"	means one Megajoule per second;
"Megawatt Hour" and "MWh"	means 3600 Megajoules;
"Offtake Rate"	means the Flow Rate of gas expressed in MW <u>kW</u> for offtake of gas at an Exit Point;
"PTL Daily Profile"	means the quantity of energy (expressed in MW <u>kW</u> /h and set out in an hourly profile) to be delivered to the Transportation System at Moffat Entry Point and which is submitted by Premier Transmission to BGE(UK) in accordance with the BGE(UK) Transportation Agreement;
"Quantity"	means a quantity of gas expressed in MW <u>kW</u> /h calculated by multiplying the volume by the applicable calorific value and "quantities" shall be construed accordingly;

Amend Appendix 3 Part 1 to read as follows:

**APPENDIX 3
EXIT POINT INFORMATION**

Part I

	Minimum Pressure (section 8.3)	Maximum Offtake Rate (section 8.2)	Ramp Rate (section 8.2)	Maximum Maintenance Days (section 10)	End User
Ballylumford Exit Point	12 bar	3,580,000 MWkW /h	87,000 MWkW /min for up to 39 minutes	15 *	Premier Power Limited
			182,000 MWkW /min for up to 2 minutes		
			3,540 540,000 MWkW /min for up to 10 seconds **		
Stranraer Exit Point	12 bar	150,000 MWkW /h	8,440 KWkW /h	zero	Scotia Gas Networks plc
Belfast Gas Exit Point No 1, Belfast Gas Exit Point No 2 and Belfast Gas Exit Point No 3	12 bar	3,580,000 MWkW /h	8,440 KWkW /h	zero	Phoenix suppliers

* To be 20 Maintenance Days in any Gas Year in which Premier Transmission or BGE (UK) install compression on their respective systems. Furthermore, any Maintenance Days shall be consecutive.

** This equates to a spinning reserve of 21,000 therms at Ballylumford Power Station.