

Dated day of 2007

NORTHERN IRELAND ELECTRICITY PLC

and

SONI LIMITED

**FRAMEWORK AGREEMENT
IN RESPECT OF
TRANSMISSION INTERFACE ARRANGEMENTS**

THIS FRAMEWORK AGREEMENT is made the day of 2007

BETWEEN:

- (1) **SONI LIMITED**, a company incorporated under the laws of Northern Ireland with registered number NI 38715 whose registered office is situated at 120 Malone Road, Belfast, BT9 5HT (“**SONI**”); and
- (2) **NORTHERN IRELAND ELECTRICITY PLC**, a company incorporated under the laws of Northern Ireland with registered number NI 026041 whose registered office is situated at 120 Malone Road, Belfast, BT9 5HT (“**NIE**”)

together the “**Parties**” and individually a “**Party**”

WHEREAS:

- (A) Pursuant to and in accordance with their Transmission Licences, the Parties are to at all times have in force the Transmission Interface Arrangements (“**TIA**”).
- (B) Pursuant to and in accordance with their Transmission Licence, the Parties are required to be parties to the Framework Agreement, by which the TIA is made contractually binding between the Parties.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Framework Agreement (including the Recitals hereto):

“**Authority**” means the Northern Ireland Authority for Utility Regulation;

“**Effective Date**” means the time and date designated as such by the Authority (with the consent of the Department of Enterprise, Trade and Investment) for the purpose of licences granted under the Order, being the commencement date for a number of matters including the Single Electricity Market (as defined in the Transmission Licences);

“**Framework Agreement**” this agreement;

“**Order**” means the Electricity (Northern Ireland) Order 1992 as amended from time to time;

“**Transmission Interface Arrangements**” or “**TIA**” the document designated by the Authority and adopted by the Parties as the TIA pursuant to the Transmission Licence as from time to time amended pursuant to the Transmission Licence;

“**Transmission Licence**” a licence to participate in the transmission of electricity granted under Article 10(1)(b) of the Order;

Words and phrases not defined herein and defined in the TIA shall have the meaning given to them in the TIA unless the context requires otherwise.

2. TIA

2.1 The TIA is hereby given contractual effect between and made binding upon both Parties with effect from the Effective Date.

2.2 With effect from the Effective Date, each Party undertakes to the other to comply with and to perform its obligations in accordance with and subject to the TIA.

3. Severance

3.1 If any provision of the Framework Agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other Competent Authority (as defined in the TIA), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Framework Agreement, which shall continue in full force and effect notwithstanding the same.

4. Law and Jurisdiction

4.1 This Agreement and the rights and obligations of the Parties shall be governed and construed according to the laws of Northern Ireland. Any dispute shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

5. Counterparts

5.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute but one and the same instrument.

6. Contracts (Rights of Third Parties) Act 1999

6.1 The parties hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this Framework Agreement, except for such rights, powers or benefits as are expressly conferred on the parties hereto, subject to its terms or except for or to the extent provided in the TIA.

AS WITNESS the hands of the duly authorised representatives of the Parties hereto the day and year first above written.

SIGNED)
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for and on behalf of)
)
SONI Limited)
Signature

SIGNED)
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for and on behalf of)
)
Northern Ireland Electricity plc)
Signature