SCHEDULE 2 - EXHIBIT 5

DATED [____________________]

NATIONAL GRID ELECTRICITY TRANSMISSION PLC (1)

and

[ ] (2)

THE CONNECTION AND USE OF SYSTEM CODE

BELLA

[EMBEDDED EXEMPTABLE LARGE POWER STATION WHICH IS SMRS REGISTERED]

At [ ]

Reference:[ ]
CONTENTS

1. Definitions, Interpretation and Construction
2. Conditions Precedent and Commencement
3. The Site of Connection to the Distribution System
4. Outages
5. Grid Code Matters
6. Operational Notification
7. Compliance with Site Specific Technical Conditions
8. Term
9. Variations
10. Restrictive Trade Practices Act
12. Wider Transmission Reinforcement Works

Appendix A  The Site of Connection
Appendix F1  Site Specific Technical Conditions - Agreed Balancing Services
Appendix F2  [Not Used]
Appendix F3  Site Specific Technical Conditions - Special Automatic Facilities
Appendix F4  Site Specific Technical Conditions Protection and Control Relay Settings, Fault Clearance Times
Appendix F5  Site Specific Technical Conditions - Other
Appendix H  Transmission Reinforcement Works
BETWEEN

(1) NATIONAL GRID ELECTRICITY TRANSMISSION plc a company registered in England with number 2366977 whose registered office is at 1-3 Strand, London WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and

(2) [ ] a company registered in [ ] with number [ ] whose registered office is at [ ] ("User", which expression shall include its successors and/or permitted assigns).

WHEREAS

(A) Pursuant to the Transmission Licence, The Company is required to prepare a Connection and Use of System Code (CUSC).

(B) The User has applied in the capacity of an EELPS whose Boundary Point Metering System is [to be] registered in SMRS or in CMRS by a User who is responsible for the Use of System Charges associated with the BM Unit [to be] registered in CMRS.

(C) The User has made a BELLA Application and The Company is required to make a BELLA Offer in accordance with Paragraph 1.5.2 of the CUSC.

(D) This Offer has been made on the basis of the Connect and Manage Arrangements.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION

Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions defined in Section 11 of the CUSC have the same meanings, interpretations or constructions in this BELLA and the following term(s) shall have the meaning(s) set out below:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>DNO</td>
<td>name address and registered number of owner/operator of the distribution network to which user is to connect.</td>
</tr>
<tr>
<td>DNO Construction Agreement</td>
<td>the agreement between The Company and the DNO for Transmission Reinforcement Works as a consequence of the User's connection to the Distribution System.</td>
</tr>
<tr>
<td>Enabling Works</td>
<td>those elements of the Transmission Reinforcement Works which are required to be completed prior to the User's Equipment being Energised and specified in Appendix H Part 1.</td>
</tr>
</tbody>
</table>
### Notice of Reduction
the notice of that name given by The Company to the DNO and the User pursuant to Clause 7 of the DNO Construction Agreement.

### Notice of Reduction Effective Date
the date the amendments proposed by the Notice of Reduction take effect.

### Transmission Reinforcement Works
those works which in the reasonable opinion of The Company are necessary to extend or reinforce the National Electricity Transmission System as a consequence of the User’s Equipment being Energised specified in Appendix H.

### User’s Capacity
the MW [export] figure specified in the User’s Data.

### User’s Data
the data submitted by the User and set out in Appendix A to the BELLA against which the effect on the National Electricity Transmission System of the User’s connection to the Distribution System has been assessed.

### Wider Transmission Reinforcement Works
those elements of the Transmission Reinforcement Works which are not required to be completed prior to the User’s Equipment being Energised and specified in Appendix H Part 2.

## 2. CONDITIONS PRECEDENT AND COMMENCEMENT

### 2.1 The rights and obligations of the User and The Company pursuant to this BELLA are subject to the following conditions precedent having been fulfilled before such rights and obligations arise:

#### 2.1.1 the User having provided (in a form reasonably satisfactory to The Company) proof of having entered into a Distribution Agreement with the owner/operator of the Distribution System; and

#### 2.1.2 of the acceptance by the owner/operator of the Distribution System of any necessary Modification Offer relevant to the Embedded Power Station;

#### 2.1.3 The Company and / or the Users as appropriate having received the derogations [if any] required in respect of the Grid Code.

### 2.2 If the conditions precedent have not been fulfilled, in the case of 2.1.1 and 2.1.3 within 6 months of the date hereof, and in the case of 2.1.2 within 3 months of the date of receipt by the owner/operator of the Distribution System of the Modification Offer,
The Company or the User may rescind this BELLA by giving to the other notice to that effect in which event all rights and liabilities of the parties hereunder and under the CUSC in relation to this Embedded Power Station shall cease.

2.3 This BELLA shall commence on [    ].

2.4 It is a condition of this Agreement that the Embedded Exemptable Large Power Station is SMRS registered (or CMRS registered by a Supplier) in the BSC. If, at any time the Embedded Exemptable Large Power Station ceases to be SMRS registered (or CMRS registered by a Supplier) and becomes CMRS registered other than by a Supplier then the User hereby undertakes to forthwith apply for and enter into a Bilateral Embedded Generation Agreement.

3. THE SITE OF CONNECTION TO THE DISTRIBUTION SYSTEM

The site of Connection of the EELPS to the Distribution System to which this BELLA relates is more particularly described in Appendix A.

4. OUTAGES

Subject to the provisions of the Grid Code, The Company and the User shall be entitled to plan and execute outages of parts of, in the case of The Company, the National Electricity Transmission System or Transmission Plant or Transmission Apparatus and in the case of the User, its System or Plant or Apparatus, at any time and from time to time.

5 GRID CODE MATTERS

5.1 Paragraph 6.3 of the CUSC applies in respect of this Embedded Exemptable Large Power Station as amended in accordance with the following provisions of this Clause 5.

5.2 The provisions in BC1 and BC2 of the Grid Code provide that compliance is only required with such provisions in respect of those Generating Units at an Embedded Exemptable Large Power Station where The Company reasonably requires such compliance and has specified such a requirement in respect of such Generating Units in the BELLA.

[5.2 The Company and the User hereby agree that compliance by the User in respect of this Embedded Exemptable Large Power Station with the provisions of BC1 and BC2 of the Grid Code are reasonably required and therefore the provisions of BC1 and BC2 shall apply and be complied with by the User so far as applicable to it. Therefore, the provisions in BC1 and BC2 in respect of Generating Units and Generating Unit Data...}
shall apply to and be complied with by the User. For the purposes of the Grid Code the User shall be treated as a BM Participant.

[5.2 The Company does not require compliance by the User in respect of this Embedded Exemptable Large Power Station with the provisions of BC1 and BC2]

[Note: which alternative of Clause 5.2 will apply will depend upon whether or not The Company reasonably requires compliance with these Grid Code obligations. Please note that the User has a right to ask the Authority to determine on these matters.]

6. OPERATIONAL NOTIFICATION

Subject to the provisions of Clause 2.1 having been fulfilled, and subject, if The Company so requires, to Enabling Works [and/or works for any Modification Offer] being carried out and to notification by the User that the site of connection of the User's Equipment to the Distribution System is operational, The Company shall forthwith notify ("Operational Notification") the User in writing that it may energise its Equipment.

7. COMPLIANCE WITH SITE SPECIFIC TECHNICAL CONDITIONS

7.1 The site specific technical conditions applying to the site of Connection are set out in Appendices F1 to F5 to this BELLA as modified from time to time in accordance with Paragraph 6.9 of the CUSC.

7.2 The Company and the User shall operate respectively the National Electricity Transmission System and the User System with the special automatic facilities and schemes set out in Appendix F3 to this BELLA.

7.3 The User shall ensure that the User's Equipment complies with the site specific technical conditions set out in Appendix F4 to this BELLA.

7.4 The User shall use all reasonable endeavours to ensure that the User's Equipment shall continue to comply with the site specific technical conditions set out in Appendix F5 of this BELLA.

7.5 If the User or The Company wishes to modify alter or otherwise change the site specific technical conditions or the manner of their operation under Appendix F1, F3, F4 or F5 to this BELLA this shall be deemed to be a Modification for the purposes of the CUSC.

8. TERM
8.1 Subject to the provisions for earlier termination set out in CUSC and Clause 8.2 below, this BELLA shall continue until all of the User’s equipment is Disconnected from the relevant Distribution System at the site of Connection as provided in Section 5 of CUSC.

8.2 This BELLA shall terminate on the earlier of

(a) the Notice of Reduction Effective Date where as a result of the Notice of Reduction the User is no longer an Embedded Exemptable Large Embedded Power Station.

(b) termination of the DNO Construction Agreement pursuant to Clause 7.4.10.2 of the Construction Agreement and provided that the Bilateral Connection Agreement between the DNO and The Company has, where required by The Company, been amended to reflect the fact that the Developer is no longer party to a BELLA but is a Relevant Embedded Small Power Station.
9. **VARIATIONS**

9.1 Subject to 9.2, 9.3 and 9.4, no variation to this *BELLA* shall be effective unless made in writing and signed by or on behalf of both *The Company* and the *User*.

9.2 *The Company* and the *User* shall effect any amendment required to be made to this *BELLA* by the *Authority* as a result of a change in the *CUSC* or the *Transmission Licence*, an order or direction made pursuant to the *Act* or a *Licence*, or as a result of settling any of the terms hereof. The *User* hereby authorises and instructs *The Company* to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.

9.3 If it is necessary for *The Company* or *The Company* in its reasonable discretion wishes to make any addition to or omission from or amendment to the *Transmission Reinforcement Works*, Appendix H shall be automatically amended to reflect the change.

9.4 Appendix A shall be automatically amended to reflect any *Notice of Reduction* on the *Notice of Reduction Effective Date*

10. **RESTRICTIVE TRADE PRACTICES ACT**

Any restriction or information provision (as each of those terms are defined or construed in Section 43(1) of the Restrictive Trade Practices Act 1976) contained in this *BELLA* shall not take effect or shall cease to have effect:

10.1.1 if a copy of this *BELLA* is not provided to the Department of Trade and Industry (“*DTI*”) within 28 days of the date of this; or

10.1.2 if, within 28 days of the provision of that copy to the *DTI*, the *DTI* gives notice of objection to the party providing it.

11. **GENERAL PROVISIONS**

Paragraph 6.10 and Paragraphs 6.12 to 6.26 of the *CUSC* are incorporated into this *BELLA* *mutatis mutandis*.

12. **WIDER TRANSMISSION REINFORCEMENT WORKS**

*The Company* shall keep the *User* informed as to its progress on the Wider Transmission Reinforcement Works.

**IN WITNESS WHEREOF** the hands of the duly authorised representatives of the parties hereto at the date first above written
SIGNED BY [name] for and on behalf of NATIONAL GRID ELECTRICITY TRANSMISSION plc

SIGNED BY [name] for and on behalf of [User]
APPENDIX A

THE SITE OF CONNECTION AND USER’S DATA

SITE[s] OF CONNECTION

Company:

Site[s] of Connection:

Size of Power Station:

Owner[s] / Operator[s] of Distribution System:

[Insert details equivalent to data listed in part 1 of the planning code]

Anticipated date when Power Station’s connection to use of the Distribution System will be energised.
APPENDIX F1

SITE SPECIFIC TECHNICAL CONDITIONS:

AGREED BALANCING SERVICES
APPENDIX F2

[NOT USED]
APPENDIX F3

SITE SPECIFIC TECHNICAL CONDITIONS:

SPECIAL AUTOMATIC FACILITIES
APPENDIX F4

SITE SPECIFIC TECHNICAL CONDITIONS: PROTECTION

AND CONTROL RELAY SETTINGS

FAULT CLEARANCE TIMES
APPENDIX F5

SITE SPECIFIC TECHNICAL CONDITIONS:

OTHER
APPENDIX H

TRANSMISSION REINFORCEMENT WORKS

END OF SCHEDULE 2 - EXHIBIT 5