

## **CUSC - EXHIBIT J**

### **THE CONNECTION AND USE OF SYSTEM CODE MODIFICATION OFFER**

The Company Secretary

Date: [ ]

Dear XXXXXX

**Modification Offer Dated (the “Connection Offer”)**

We refer to your application for the **Modification** of the [**Bilateral Connection Agreement**] or [**Bilateral Embedded Generation Agreement**] [**Construction Agreement**] for [customer/site]. **The Company** started processing the application on [date]. Set out below is **The Company’s Modification Offer** for the **Connection Site** [and/or, in the case of a **User** undertaking **OTSDUW**, for the **Transmission Interface Site**]. 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 an agreement to vary the [**Bilateral Connection Agreement**] or [**Bilateral Embedded Generation Agreement**] [**Construction Agreement**] in the form and terms attached (Reference No. [ ]).
2. This offer has been prepared upon the basis that each party will construct, install, control, operate and maintain, in the case of the **User**, the **Plant** and **Apparatus** which it will own, and in the case of **The Company**, the **Transmission Plant** and **Transmission Apparatus** [including any **OTSUA**] applying the ownership rules set out in Paragraph 2.12 of the **CUSC**.
3. [It is a condition of this offer that prior to the relevant date for charging set out in the relevant **Bilateral Agreement** you also [enter into an **Interface Agreement**] or [agreement to vary the existing **Interface Agreement**] covering the **Connection Site** in a form to be agreed between the parties.]
4. [It is a condition of this offer that the **Connection Site** [or, in the case of a **User** undertaking **OTSDUW**, the **Transmission Interface 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 the condition should not be met, **The Company** will be entitled to revise all the 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 or different technical conditions are set out in the Appendices to the [**Bilateral Connection Agreement**] or [**Bilateral Embedded Generation Agreement**] or, in the case of a **User** undertaking **OTSDUW**, the **Construction**



**Agreement]**. It is your responsibility to ensure that your equipment complies with the requirements of the relevant conditions.

6. This offer is open for acceptance according to the terms of Paragraph 6.9 (**Modifications**) of the **CUSC** and the ~~Transmission-ESO~~ **Licence**. Please note your right to make an application to the **Authority** to settle the terms of the **Offer** pursuant to ~~Standard-Condition C9E13~~ of the ~~Transmission-ESO~~ **Licence**.
7. 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.
8. To accept this offer, please sign (and where issued by email, having printed off 2 copies of each) and return the [**Construction Agreement**] [**Bilateral Construction Agreement**] and [**Bilateral Embedded Generation Agreement**] attached to this offer as Section A and Section B. **The Company** will then itself countersign 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 executed by **The Company**.
9. This **Offer** is made on the basis of the **Connect and Manage Arrangements** [except that as requested the **Enabling Works** are greater in scope than the **MITS Connection Works**] [and on the basis of the **OTSDUW Arrangements** [*Connect and Manage Power Station only*].

Yours faithfully

.....

for and on behalf of

National Energy System Operator Limited  
~~National Grid Electricity System Operator Limited~~

~~v1.7—9 March 2022~~

V1.8 [TBC]

**SECTION A**  
**FORM OF CONSTRUCTION AGREEMENT**

**SECTION B**  
**FORM OF VARIED BILATERAL AGREEMENT**

**END OF SECTION J**